

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF MALHEUR

HARLEY WILSON and DANI JO WILSON,  
Plaintiffs,  
v.  
AMERICAN FAMILY MUTUAL INSURANCE  
COMPANY,  
Defendant.

Case No. 15CV1319

SUMMONS

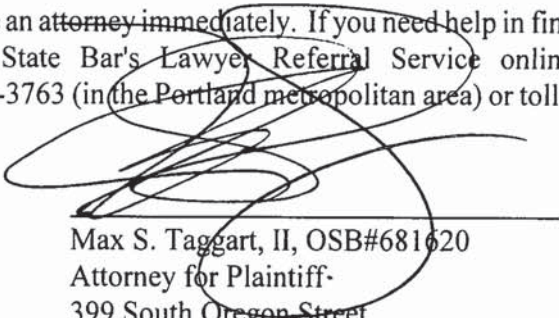
TO: American Family Mutual Insurance  
% Corporation Service Company  
1127 Broadway Street NE, Ste. 310  
Salem, Oregon 97301

You are hereby required to appear and defend the complaint filed against you in the above-entitled action within thirty (30) days from the date of service of this summons upon you, and in case of your failure to do so, for want thereof, plaintiff will apply to the court for the relief demanded in the complaint.

**NOTICE TO THE DEFENDANT: READ THESE PAPERS CAREFULLY!**

You must "appear" in this case or the other side will win automatically. To "appear" you must file with the court a legal document called a "motion" or "answer". The "motion" or "answer" must be given to the court clerk or administrator within 30 days along with the required filing fee. It must be in proper form and have proof of service on the plaintiff's attorney or, if the plaintiff does not have an attorney, proof of service upon the plaintiff.

If you have any questions, you should see an attorney immediately. If you need help in finding an attorney, you may contact the Oregon State Bar's Lawyer Referral Service online at [www.oregonstatebar.org](http://www.oregonstatebar.org) or by calling (503) 684-3763 (in the Portland metropolitan area) or toll-free elsewhere in Oregon at (800) 452-7636.

  
Max S. Taggart, II, OSB#681620  
Attorney for Plaintiff  
399 South Oregon Street  
Ontario, Oregon 97914  
Telephone: 541-889-5372

TO THE OFFICER OR OTHER PERSON SERVING THIS SUMMONS: You are hereby directed to serve a true copy of this summons, together with a true copy of the complaint mentioned herein, upon the individual(s) or other legal entity(ies) to whom or which this summons is directed, and to make your proof of service on the reverse side hereof or upon a separate similar document which you shall attach hereto.

**FILED**  
Malheur County Circuit Court

JUL 24 2015

Time: 3:02 p.m By   L  

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF MALHEUR

HARLEY WILSON and DANI JO  
WILSON,

Plaintiffs,

v.

AMERICAN FAMILY MUTUAL  
INSURANCE COMPANY,

Defendant.

CASE NO. 15 CV 1319

COMPLAINT  
(Declaratory Relief)

**Not Subject to Mandatory  
Arbitration**

Fee Filing Authority:  
ORS 21.135(1) & (2)(g)  
Fee Amount: \$252.00

COMES NOW Plaintiffs and for their claim for declaratory relief, allege  
as follows:

1.

Abbreviations and Designations. The remainder of this complaint uses  
the following abbreviations and designations:

- a. "The Insured" is the plaintiffs.
- b. "The Policy" is Defendant's Policy Number 36-P82712-01 having  
the Policy Period beginning August 13, 2013 and ending August  
13, 2015, a copy of which is attached hereto as Exhibit "1" and

1 incorporated herein by this reference.

- 2 c. "The Property" is the personal property described in Exhibit "2"  
3 which is attached hereto and incorporated herein by this reference.

4 2.

5 Status of Parties. With respect to the captioned parties and at all material  
6 times:

7 a. Plaintiffs:

- 8 1) Were and are married, one to the other.  
9 2) Were and are the Insured in the Policy.  
10 3) Were and are residents of Malheur County, Oregon.

11 b. Defendant:

- 12 1) Was and is a Wisconsin corporation.  
13 2) Was authorized to issue insurance policies in the state of  
14 Oregon.

15 3.

16 Property. With respect to the Property:

- 17 a. Plaintiffs were and are the co-owners of the Property.  
18 b. Each item of the Property was personal property.  
19 c. At all times material, the Property was physically stored in a  
20 building located at 104 East Island Road, Ontario, Malheur  
21 County, Oregon.  
22 d. Since each item of the Property was acquired by the Insured and



1 as to each item, none has been used in any profit motivated full or  
2 part-time employment, trade, profession or occupation.

3 4.

4 Policy. Effective on August 13, 2013, Defendant issued Plaintiffs the  
5 Policy in which they were the Insured providing to them the coverage for  
6 casualty losses described therein which included, without limitation, coverage  
7 on the Property for loss by fire.

8 5.

9 Property Loss. On July 31, 2014, a fire occurred in the mentioned  
10 building located at 104 East Island Road which resulted in the total destruction  
11 by fire of all of the Property ("the Loss").

12 6.

13 Proof of Loss. On April 6, 2015, Plaintiffs filed their proof of loss with  
14 Defendant for the property damage described in paragraph 5, a copy of which  
15 is attached hereto as Exhibit "2" and incorporated by this reference.

16 7.

17 Denial. On April 14, 2015, Defendant unequivocally denied Plaintiffs'  
18 claim and proof of loss.

19 8.

20 Contentions. As known to or believed by Plaintiffs, the contentions of  
21 the parties are:

22 a. Plaintiffs contend that there is coverage under the Policy for the



claim alleged in this complaint for the following reasons:

- 1) Defendant's contentions set forth below are erroneous and contrary to applicable provisions of the Policy.
- 2) The Policy provides that Defendant covers personal property owned by or used by either of the Insured located anywhere in the world.
- 3) Defendant's responsibility under the Policy is to pay the cost of replacement of the Property.
- 4) Defendant's April 14, 2015 unequivocal denial of Plaintiffs' claim is in anticipatory breach of the Policy which waives the six month period provided in ORS 742.061.

b. Defendant contends that there is no coverage under the Policy for the claim alleged in this complaint for the following reasons:

- 1) The Property was uncovered because the Insured might at some unknown future time use some of the Property on some future unknown business pursuit.
- 2) The Property is uncovered farm operations personal property or equipment.
- 3) The Property is uncovered non-farm business property.
- 4) The building at 104 East Island Road was a business operation.

Plaintiffs should recover their reasonable attorney fees under ORS 742.061(1).

All persons and entities known to Plaintiffs to be necessary or convenient to this matter have been made parties hereto. Plaintiffs will seek supplemental relief under ORS 28.080.

1. Declaring that Defendant has responsibility under the Policy to pay the replacement cost of the Property with prejudgment interest.

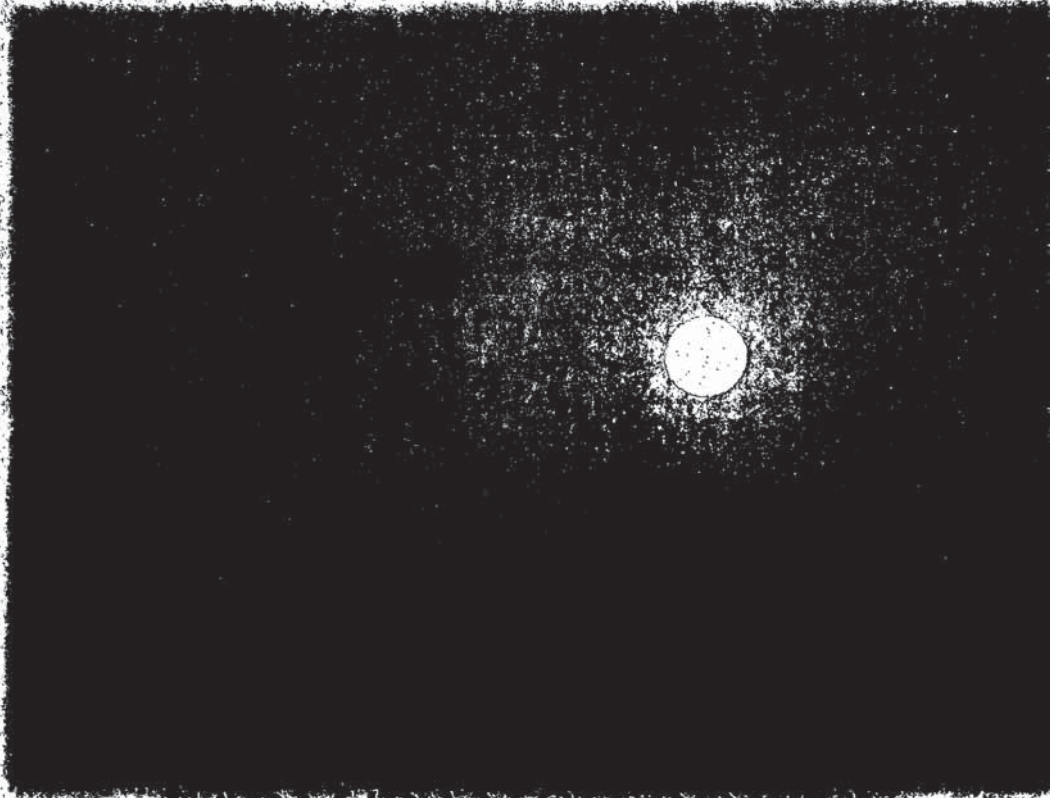
2. Awarding Plaintiffs' their reasonable attorney fees under 742.061(1).

3. For Plaintiffs costs and disbursements incurred herein.

DATED this 24<sup>th</sup> day of July, 2015.

COMPLAINT -5-





## **FARM/RANCH POLICY**

Non-assessable policy Issued by  
**AMERICAN FAMILY MUTUAL INSURANCE COMPANY**  
6000 American Pkwy  
Madison WI 53783-0001  
(608) 249-2111  
Member of American Family Insurance Group



## AMERICAN FAMILY MUTUAL INSURANCE COMPANY - MADISON, WI

## COMMON DECLARATIONS

FROM THE EFFECTIVE DATE SHOWN BELOW, THESE DECLARATIONS FORM A PART OF THIS POLICY AND REPLACE ALL PREVIOUSLY ISSUED DECLARATIONS, IF ANY, FOR THE STATED POLICY PERIOD.

POLICY NUMBER	COMPANY CODE	CUSTOMER BILLING ACCOUNT
36-P82712-01	0013-FRFR-OR	014-300-323 51

## NAME AND MAILING ADDRESS OF INSURED:

WILSON, HARLEY WILSON, DANNY JO  
625 NW 36TH ST  
ONTARIO OR 97914-1228

POLICY PERIOD EFFECTIVE FROM	08/13/2013 TO 08/13/2014
FORM OF BUSINESS	INDIVIDUAL
TYPE OF POLICY	REGULAR FARM/RANCH

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THESE COMMON DECLARATIONS AND THE FOLLOWING SECTIONS FOR WHICH A PREMIUM IS INDICATED.

SECTION I	PROPERTY COVERAGES	PREMIUM
		\$627.00
SECTION II	LIABILITY AND MEDICAL EXPENSE COVERAGES	INCLUDED
	CUSTOMER LONGEVITY DISCOUNT APPLIES	
	TOTAL	\$627.00

FORMS, OPTIONS AND ENDORSEMENTS WHICH CAN APPLY TO MORE THAN ONE COVERAGE AND ARE MADE A PART OF THIS POLICY AT THE TIME OF ISSUE:

FR 04 10 10 03	WAR LIABILITY EXCLUSION
FR 04 76 07 98	COMPUTER RELATED PROBLEM EXCLUSION
FR 05 00 11 12	APPEARANCE LOSS ENDORSEMENT
U6 0B 06 90	FARM/RANCH POLICY BOOKLET
FR 300 OR 07 10	OREGON AMENDATORY FARM/RANCH ENDORSEMENT

AUTHORIZED  
REPRESENTATIVE

  
President

  
Secretary

AGENT 005-624 AGENT PHONE: (541) 889-2202  
BRENT HUFFMAN  
992 W IDAHO AVE  
ONTARIO, OR 97914-2111

DATE ISSUED 11/21/2014  
OPID JLK

## AMERICAN FAMILY MUTUAL INSURANCE COMPANY - MADISON, WI

## SECTION I - PROPERTY COVERAGES DECLARATIONS

POLICY NUMBER	COMPANY CODE	CUSTOMER BILLING ACCOUNT
36-P82712-01	0013-FRFR-OR	014-300-323 51

INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT IS SHOWN.

## DESCRIPTION OF LOCATION AND PREMISES

## LOCATION 0001 PREMISES 001

OCCUPANT	INSURED WILSON, HARLEY	
SECTION 18	TOWN 47S	RANGE 6
COUNTY	MALHEUR	
STATE	OR	
OCCUPIED AS	ONE FAMILY DWELLING	
TOWN CLASS	009	
NUMBER OF STORIES	1	
TYPE CONSTRUCTION	FRAME	
SIZE	2392 SQ FT	

## SECTION I - PROPERTY COVERAGES

	LIMIT
COVERAGE A - DWELLING	\$242,800
COVERAGE B - PERSONAL PROPERTY	\$182,100
COVERAGE C - LOSS OF USE	ACTUAL LOSS INCURRED BY YOU WITHIN 12 MONTHS OF THE LOSS

POLICY FORM	SPECIAL DELUXE FORM 5
BUILDING COST INDEX	201
DEDUCTIBLE	\$1,000.00

FORMS, OPTIONS AND ENDORSEMENTS APPLYING TO COVERAGE AT THIS DESCRIBED LOCATION AND ARE MADE A PART OF THIS POLICY AT THE TIME OF ISSUE:  
(SEE ENDORSEMENT SCHEDULE IF APPLICABLE)

FR 05 06 03	SPECIAL DELUXE FORM 5
OPTION 14	PERSONAL PROPERTY REPLACEMENT COVERAGE
OPTION 2	EXTENDED COVERAGE ON JEWELRY, WATCHES AND FURS

DATE ISSUED 11/21/2014  
OPID JLK

**AMERICAN FAMILY MUTUAL INSURANCE COMPANY - MADISON, WI****SECTION II - LIABILITY AND MEDICAL EXPENSE COVERAGES DECLARATIONS**

POLICY NUMBER	COMPANY CODE	CUSTOMER BILLING ACCOUNT
36-P82712-01	0013-FRFR-OR	014-300-323 51

LIABILITY COVERAGES PROVIDED	LIMIT
	\$1,000,000
COVERAGE D - FARM LIABILITY	INCLUDED
COVERAGE E - PERSONAL LIABILITY	INCLUDED
COVERAGE J - CUSTOM FARM WORK	INCLUDED

MEDICAL EXPENSE COVERAGES PROVIDED PER PERSON	LIMIT
	\$5,000
COVERAGE F - MEDICAL EXPENSE TO THE PUBLIC	INCLUDED
COVERAGE J - CUSTOM FARM WORK	INCLUDED

CUSTOM FARM WORK RECEIPTS	TOTAL RECEIPTS
	\$1,000



**AMERICAN FAMILY MUTUAL INSURANCE COMPANY - MADISON, WI****SECTION II - LIABILITY AND MEDICAL EXPENSE COVERAGES DECLARATIONS**

POLICY NUMBER	COMPANY CODE	CUSTOMER BILLING ACCOUNT
36-P82712-01	0013-FRFR-OR	014-300-323 51

LOCATION 0001 PREMISES 001	INSURED WILSON, HARLEY
OCCUPANT	TOWN 47S RANGE 6
SECTION 18	MALHEUR
COUNTY	OR
STATE	ONE FAMILY DWELLING
OCCUPIED AS	1
NUMBER OF STORIES	

FORMS, OPTIONS AND ENDORSEMENTS APPLYING TO COVERAGE AT THIS DESCRIBED LOCATION AND ARE MADE A PART OF THIS POLICY AT THE TIME OF ISSUE:  
(SEE ENDORSEMENT SCHEDULE IF APPLICABLE)

FR 03 21 06 90	PREMISES YOU OWN, RENT OR OCCUPY COVERED BY THIS POLICY ENDORSEMENT
FR 04 68 02 92	PROPERTY DAMAGE LIABILITY FOR CHEMICAL OVERSPRAY (LIMITED COVERAGE) ENDORSEMENT

**SECTION I AND II PREMIUM INCLUDING ANY APPLICABLE OPTION/ENDORSEMENT PREMIUM**

	PREMIUM
LOCATION 0001 PREMISES 001	\$627.00
TOTAL SECTION I AND II PREMIUM	\$627.00

DATE ISSUED 11/21/2014  
OPID JLK

**AMERICAN FAMILY MUTUAL INSURANCE COMPANY - MADISON, WI****FARM/RANCH ENDORSEMENT SCHEDULE**

THIS ENDORSEMENT SCHEDULE FORMS A PART OF THE POLICY TO WHICH IT IS ATTACHED AND REPLACES ANY ENDORSEMENT SCHEDULE PREVIOUSLY ISSUED FOR THIS POLICY. THE ENDORSEMENTS LISTED ON THIS ENDORSEMENT SCHEDULE AFFECT THE COVERAGES PROVIDED BY YOUR POLICY.

POLICY NUMBER	COMPANY CODE	CUSTOMER BILLING ACCOUNT
36-P82712-01	0013-FRFR-OR	014-300-323 51

POLICY PERIOD EFFECTIVE FROM 08/13/2013 TO 08/13/2014

FR 03 21 06 90      PREMISES YOU OWN, RENT OR OCCUPY COVERED  
BY THIS POLICY ENDORSEMENT

HOME FARM MALHEUR 18 47S 6 60  
TOTAL ACRES: 60

FR 04 68 02 92      PROPERTY DAMAGE LIABILITY FOR CHEMICAL OVERSPRAY  
(LIMITED COVERAGE) ENDORSEMENT

\$ 10,000

DATE ISSUED 11/21/2014  
OPID JLK

THIS POLICY IS NON-ASSESSABLE  
**AMERICAN FAMILY MUTUAL INSURANCE COMPANY**  
**6000 AMERICAN PKWY**  
**MADISON, WISCONSIN**  
 A MUTUAL INSURANCE COMPANY

**READ YOUR POLICY CAREFULLY**

This policy is a legal contract between **you** (the policyholder) and the American Family Mutual Insurance Company. This cover sheet provides only a brief outline of some important features in **your** policy. The policy itself sets forth, in detail, the rights and obligations of **you** and **our** company. It is important that you read your policy carefully.

**YOUR FARM/RANCH POLICY QUICK INDEX REFERENCE**

Policy Number  
 Named Insured  
 Policy Period  
 Loss Deductible  
 Location of Your Property  
 Amounts of Insurance  
 Coverages

• Declarations

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## INSURING AGREEMENT

We will provide the insurance described in this policy in return for **your** premium payment and compliance with policy provisions. This insurance applies to coverages for which a **limit** is shown in the Declarations.

## DEFINITIONS

When the following words and phrases in this policy have defined meanings, they will be printed in bold type.

## GENERAL DEFINITIONS

The following defined words are found throughout this policy.

1. **Aircraft** means:

- a. Any device designed or used for flight, other than model or hobby **aircraft** which is not designed or used for transporting cargo or person(s); and
- b. Any **aircraft** parts and equipment, whether assembled or unassembled.

2. **Business** (other than farming) means:

- a. Any profit motivated full or part-time employment, trade, profession or occupation, and including the use of any part of any premises for such purposes. This includes child care services provided in **your** home for three days or more in any month to a person or persons, other than **insureds** and relatives, for which an **insured** receives some monetary or other compensation for such services;
- b. Any property rented or held for rental by an **insured**. However, rental or holding for rental of the **insured premises** is not considered a **business** when:
  - (1) it is rented or held for rental for dwelling or farming purposes;
  - (2) a part is rented or held for rental to not more than two roomers or boarders; or
  - (3) a part is rented or held for rental as an incidental office, school, studio or private garage.

3. **Domestic Employee** means a person employed by an **insured** to perform duties for the maintenance or use of the dwelling, including household or domestic services. This includes persons who perform domestic services elsewhere for an **insured**.

This does not include **farm employees** or persons while performing duties for an **insured's business**.

4. **Insured** means:a. **You**, and if **you** are shown in the Declarations as:

- (1) an individual, **insured** also means **your** spouse and relatives if residents of **your** household. It also means any other person under the age of 21 in **your** care or in the care of **your** resident relatives.
- (2) a partnership or joint venture, **insured** also means **your** members and **your** partners and their spouses, but for partners, members and their spouses not residing on the **insured premises** it covers only with respect to the conduct of this farming operation.
- (3) an organization other than a partnership or joint venture, **insured** also means:
  - (a) **your** executive officers and directors, but only with respect to their duties as **your** officers and directors; and
  - (b) **your** stockholders, but only with respect to their liability as stockholders.

No person or organization is an **insured** with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named **Insured** in the Declarations.

b. **Insured** also means:

- (1) any of **your** employees (other than **your** executive officers), but only for acts that:

- (a) cause **bodily injury** to someone other than **you** or a co-employee; and

- (b) are within the scope of the employee's employment by **you**. The providing of professional health care services or the failure to provide them will not be considered to be within the scope of any employee's employment by **you**.

- (2) any person (other than **your** employee), or any organization while acting as **your** real estate manager.

- (3) any person or organization having proper temporary custody of **your** covered property if **you** die, but only with respect to insurance of covered property and legal liability arising out of that property. If **you** die, any person who is an **insured** continues to be an **insured** while residing on the **insured premises**.

- (4) any person or organization legally responsible for animals or watercraft owned by an **insured** as defined in 4.a. above, but only when:

- (a) the insurance under this policy applies to **occurrences** involving animals or watercraft;
- (b) that person's or organization's custody or use of the animals or watercraft does not involve **business**; and
- (c) that person or organization has the custody or use of the animals or watercraft with the owner's permission.

- (5) any person using a vehicle covered by this policy on the **insured premises** with **your** permission.

Each person described above is a separate **insured** under this policy. This does not increase **our limit**.

5. **Insured Premises** means:

- a. For all coverages, the locations described in the Declarations or by endorsement, including private approaches and buildings on the premises, operated for farming purposes.

- b. Under coverages for Farm Liability, Personal Liability and Medical Expense to the Public only, **insured premises** also include:

- (1) other premises listed in the Declarations;
- (2) the part of any farm or residential premises **you** use, rent, lease or purchase during the policy period if **we** are notified within thirty (30) days following the date that **you** acquired such premises;
- (3) vacant land (other than farm land) owned by or rented to an **insured**. This includes land on which a one or two family dwelling is being built for the personal use of an **insured**;
- (4) individual or family cemetery lots and burial vaults;
- (5) the part of any premises not owned by an **insured**, while an **insured** is temporarily residing there;
- (6) approaches and access ways immediately adjoining the **insured premises**.



- c. For Personal Liability Coverage:  
The **insured premises** also includes any other premises which an **insured** may occasionally rent for other than **business** or farming purposes.
- 6. **Limit(s)** means the amount of insurance that applies for the coverage.
- 7. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 8. **We, Us** and **Our** refer to American Family Mutual Insurance Company.
- 9. **You** and **Your** refer to the person(s) or organization shown as Named **Insured** in the Declarations. These words also refer to **your** spouse who is a resident of **your** household.

## SECTIONS I, III AND IV - DEFINITIONS

The following defined words apply to Sections I, III and IV of this policy.

### SECTION I - PROPERTY COVERAGES

#### DESCRIPTION OF PROPERTY COVERAGES

The indicated coverages and limits apply as shown in the Declarations.

#### COVERAGE A - DWELLING

- 1. **We** cover:
  - a. the described dwelling on the **insured premises** including additions, built-in components and fixtures;
  - b. construction material located on the **insured premises** for use in connection with **your** Coverage A - Dwelling; and
  - c. installed and/or wall-to-wall carpeting in the described dwelling.
- 2. **We** do not cover:
  - a. outdoor antennas including their lead-in wiring, accessories, masts and towers, except as covered by Supplementary Coverages on pages 4 and 5;
  - b. detachable building items covered by Coverage B - Personal Property;
  - c. curtains, drapes and other window coverings, all whether or not installed, except as covered by Coverage B - Personal Property on page 2;
  - d. structures designed or used for **business** or farming;
  - e. outdoor swimming pools, farm signs and fences, except as covered by Supplementary Coverages on page 5;
  - f. detached structures, driveways, walks and retaining walls; or
  - g. any land.

#### COVERAGE B - PERSONAL PROPERTY

(Farm Personal Property is not covered in Section I of this policy.)

- 1. **We** cover:
  - a. personal property owned by or used by any **insured** anywhere in the world.
  - b. if **you** ask **us** to, and when not insured by the owner, personal property owned by:
    - (1) others while it is on the part of the **insured premises** occupied exclusively by any **insured**; or
    - (2) a house guest or **domestic employee** in any residence occupied by an **insured**.

This coverage also includes:

- 1. **General Definitions** on pages 1 and 2.
- 2. **Credit/Debit Card** means any card, plate, coupon book or other credit device for the purpose of obtaining money, property, labor, services on credit or for deposit, withdrawal or transfer of funds.
- 3. **Livestock** means cattle, horses, mules, swine, sheep and goats.
- 4. **Vacant** means being without contents or occupant, including when the **insured** has established another residence and does not intend to reoccupy the Coverage A - Dwelling/Mobile Home. A dwelling under construction and not yet ready for occupancy is not considered **vacant**.

## SECTION II - DEFINITIONS

- 1. Refer to **Section II - Definitions** on pages 8 and 9.

- a. window air conditioners;
- b. curtains, drapes and other window coverings whether or not installed;
- c. outdoor equipment; and
- d. yard fixtures not installed.
- 2. **Limitations on Specific Property**
  - a. Any personal property when taken outside the United States or which is usually at any **insured's** residence, other than the Section I Dwelling described in the Declarations, is covered for up to 10% of the applicable Coverage B - Personal Property **limit** but not less than \$2500. This limitation does not apply to personal property in a newly acquired principal residence located in the United States for the first 30 days after **you** begin to move there.
  - b. The following special **limits** apply to certain categories of personal property. These **limits** do not increase the Coverage B **limit** shown on the Declarations. Each **limit** below is the total **limit** per **occurrence** for all property in that category:
    - (1) \$200 on money, bank notes, negotiable instruments (as defined by statute), bullion, gold other than goldware, silver other than silverware, platinum, coins, medals and numismatic property;
    - (2) \$1000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets, stamps and other philatelic property. This dollar **limit** applies to these categories regardless of the medium (such as paper or computer software) on which the material exists. This **limit** includes the cost to research, replace or restore the information from the lost or damaged material;
    - (3) \$1000 on jewelry, watches, precious and semi-precious stones, gems and furs;
    - (4) \$1000 on watercraft, including their trailers, equipment, accessories and outboard motors;
    - (5) \$1000 on camping trailers, camper bodies and trailers not used with watercraft;
    - (6) \$500 on **business** property of an **insured**, covered only while on the **insured premises**, used at any time or in any manner for any **business** purpose, not



including electronic data processing equipment or the recording or storage software used with that equipment;

- (7) \$5000 for loss by theft of silverware and goldware;
- (8) \$5000 for loss by theft of firearms and accessories.

3. **We** do not cover:

- a. property separately described or specifically insured by this policy or any other insurance;
- b. animals, insects, birds and fish;
- c. land motor vehicles, including motorized bicycle, motorized tricycle or similar type of equipment, whether assembled or unassembled, including their equipment and accessories. **We** do cover those motorized land conveyances designed for assisting the handicapped or used solely for the service of the Coverage A - Dwelling/Mobile Home and not licensed for road use;
- d. **aircraft**;
- e. **business** property while away from the **insured premises**;
- f. property rented or held for rental to others when not on the **insured premises**;
- g. property of roomers, boarders, tenants and other residents who are not an **insured**;
- h. outdoor antennas, their lead-in wiring, accessories, masts and towers, except as covered by Supplementary Coverages on pages 4 and 5;
- i. trees, plants, shrubs and lawns, except as covered by Supplementary Coverages on page 5;
- j. any device, accessory or antenna designed for reproducing, detecting, receiving, transmitting, recording or playing back data, radar, sound or picture (or any film, tape, wire, record or other medium designed for use with such device) which may be operated from the electrical system of a land motor vehicle, farm equipment or watercraft and while in or on the land motor vehicle, farm equipment or watercraft;
- k. **credit/debit cards**, except as covered by Supplementary Coverages on page 4;
- l. any farm personal property;
- m. any tack (stable gear) equipment;
- n. swimming pools, farm signs and fences, except as covered by Supplementary Coverages on page 5;

- o. property in any other dwelling or building on the **insured premises**, used or intended as living quarters, except a dwelling or mobile home described under Section I except as provided in Supplementary Coverages on page 5;
- p. electronic data processing equipment and software, except as covered by Supplementary Coverages on page 4.

### COVERAGE C - LOSS OF USE

The **limit** for Coverage C is the actual loss incurred by **you** within 12 months following the date of loss for all the following coverages:

1. If a loss covered under this section makes that part of the Coverage A - Dwelling/Mobile Home where **you** reside uninhabitable, **we** will pay:

**Additional Living Expense**, meaning any necessary increase in living expenses incurred by **you** so that **your** household can maintain its normal standard of living,

Payment will be for the shortest time required to repair or replace the damaged property or, if **you** permanently relocate, the shortest time required for **your** household to settle elsewhere.

2. If a loss covered under this Section makes that part of the Coverage A - Dwelling rented to others or held for rental by **you** uninhabitable, **we** will pay:

**Fair Rental Value**, meaning the fair rental value of that part of the Coverage A - Dwelling rented to others or held for rental by **you** less any expenses that do not continue while the premises is uninhabitable.

Payment will be for the shortest time required to repair or replace that part of the Coverage A - Dwelling rented or held for rental.

3. If a civil authority prohibits **you** from use of the **insured premises** as a result of direct damage to neighboring premises by a Peril Insured Against in this policy, **we** cover the Additional Living Expense or Fair Rental Value loss as provided above for a period not exceeding two weeks during which use is prohibited.

The periods of time under 1, 2 and 3 above are not limited by expiration of this policy.

**We** do not cover loss or expense due to cancelation of a lease or agreement.

### SECTION I - PERILS INSURED AGAINST

The perils that apply to Section I property coverages are on separate pages attached to this policy.

### SECTIONS I, III AND IV - SUPPLEMENTARY COVERAGES

**We** provide the following Supplementary Coverages when the applicable Section I, III or IV insurance is purchased.

1. **Automatic Insurance for New Construction.** **We** will pay up to 10% of the total **limit** under Sections I and IV of this policy, applying to dwellings and farm buildings, for new construction on the **insured premises**. This coverage also includes materials and supplies on the **insured premises** intended for use in the construction of such buildings. Coverage under this extension ceases 30 days after construction begins, 30 days after the first delivery of materials for construction, or the expiration date of the policy, whichever comes first. **You** must notify **us** of the new construction before the end of this 30 day period and pay any additional premium required because of the application of this insurance from the date construction began.

2. **Borrowed Farm Machinery And Equipment Coverage.** When Section III insures farm machinery, **we** will pay up to \$1,000 for loss to borrowed farm machinery or equipment, caused by any Section III, Perils Insured Against. This coverage shall be excess insurance over any valid or collectible insurance available to the owner of such borrowed property.
3. **Collapse.** (Only applicable when the policy is written with Forms 2, 3, 4, 5 or FRMH3). **We** cover risk of direct physical loss to covered property involving collapse of a described Coverage A - Dwelling/Mobile Home or any part of such building, caused by one or more of the following:
  - a. Perils Insured Against in Coverage B;
  - b. hidden decay;



- c. hidden insect or vermin damage;
- d. weight of people, animals or property;
- e. weight of rain or snow which collects on a roof; or
- f. use of defective material or methods in construction, reconstruction, renovation or remodeling if the collapse occurs during the course of the construction, reconstruction, renovation or remodeling.

Loss to an awning, patio, underground pipe, flue, drain, cesspool, septic tank, foundation or retaining wall is not included under items b, c, d, e and f unless the loss is a direct result of the collapse of the Coverage A - Dwelling/Mobile Home. Collapse does not include settling, cracking, shrinking, bulging or expansion.

This coverage does not increase the limit applying to the damaged covered property.

4. **Credit/Debit Card, Forgery and Counterfeit Money.**

(Does not apply to Form 9.)

- a. Under Section I only, **we** pay for loss sustained by an **insured**, but not to exceed \$1,000 per loss, when such **insured**:

- (1) becomes legally obligated to pay for the theft or unauthorized use of **credit/debit cards** issued to or registered in any **insured's** name;
- (2) suffers a loss through forgery or alteration of checks, drafts, certificates of deposit and notes including negotiable orders of withdrawal; or
- (3) accepts in good faith counterfeit United States or Canadian paper currency.

- b. **We** do not pay for loss if:

- (1) the **insured** has not complied with the provisions under which the **credit/debit card** was issued;
- (2) the loss is caused by the dishonesty of an **insured**;
- (3) the loss results from **business** activities of an **insured**; or
- (4) the loss occurs while a person, not an **insured**, has possession of the **credit/debit** card with an **insured's** permission.

All loss, whether the result of a single act or a series of acts, committed by any one person or any one person in conjunction with other persons, shall be considered one loss.

This coverage is additional insurance. No deductible applies to this coverage.

5. **Debris Removal.** **We** will pay reasonable expenses **you** incur to remove debris of covered property following a covered loss from a peril **we** insure against.

Debris removal expense is included in the **limit** that is payable on the damaged property. But if the damage to an insured building or mobile home plus the expense for debris removal, including the cost of removing covered damaged property contained in the building or mobile home, exceeds **our limit** for this building or mobile home, **we** will pay up to an additional 5% of that building or mobile home **limit** for debris removal. **We** will not pay the costs to:

- a. extract **pollutants** from land or water;
- b. remove, restore or replace polluted land, ground, water or underground resources;
- c. remove covered property that has polluted land, water, ground or underground resources; or
- d. remove ash, dust, particulate matter or lava flow from outside of a dwelling.

**We** will also pay up to \$500 in the aggregate for any one loss for reasonable expenses incurred by **you** in removing any fallen trees from the **insured premises** if:

- a. the tree damages a Coverage A - Dwelling/Mobile Home;
- b. the falling of the tree is caused by any peril **we** insure against under Coverage B; and
- c. this coverage is not provided elsewhere in this policy.

**We** will not pay for debris removal of any trees:

- a. grown for **business** or farming purposes; or
- b. located more than 250 feet from the Coverage A - Dwelling/Mobile Home on the **insured premises**.

6. **Electronic Data Processing Equipment.** When Section I of this policy covers Personal Property or when Section III covers such equipment under Blanket Farm Personal Property, this insurance is extended to pay up to \$5,000 on electronic data processing equipment or the recording or storage software used with such equipment while located on the **insured premises** or while off the **insured premises** when removed temporarily for up to 30 days. Property of a full-time student, who is an **insured**, is covered while at a residence occupied by the student while away at school.

**We** do cover recording or storage software only up to:

- a. the retail value of the software, if pre-programmed; or
- b. the retail value of the software in the blank or unexposed form, if blank or self-programmed.

This coverage does not increase the **limit** applying to the damaged covered property.

7. **Emergency Removal of Property.** **We** will pay for loss to covered property while being removed or while removed from the **insured premises** because of danger from a Peril Insured Against. Such property is covered against direct loss from any cause for a period up to 30 days.

This coverage does not increase the limit applying to the property being removed.

8. **Fair Rental Value - Additional Farm Dwellings.** If a covered loss occurs to an additional dwelling insured under Section IV which makes that part of the dwelling rented to others or held for rental by **you** uninhabitable, **you** may apply up to 10% of the coverage on this additional farm dwelling to cover its fair rental value. **We** will pay only for the shortest time required to restore the dwelling to a tenable condition, but not more than 1/12 of this 10% for each month that the dwelling or dwelling part is untenable, nor for more than 12 consecutive months from the date of loss. Fair rental value shall not include any expense that does not continue while that part of the additional farm dwelling rented, or held for rental, is untenable. This coverage does not increase the **limit** applying to the additional farm dwelling.

9. **Fire Department Service Charge.** **We** will pay up to an aggregate limit of \$500 for any one loss for Fire Department Service Charges billed by a government entity or fire department for the response to save or protect covered property on the **insured premises** from a Peril Insured Against.

This coverage is additional insurance.

No deductible applies to this coverage.

10. **Grave Markers.** **We** will pay up to \$5,000 for direct loss by Perils Insured Against in Coverage B to cover Grave Markers. This is additional insurance.

11. **Outdoor Antennas.**

- a. When Section I coverage applies to either dwelling(s) or personal property, **we** will pay up to \$1000 for direct loss by the applicable Perils Insured Against in Coverage B to outdoor antennas, including their lead-in wiring, accessories, masts and towers.

This coverage is additional insurance.



- b. When Section IV coverage applies to either dwelling(s) or personal property, **we** will pay up to \$1000 for direct loss by the applicable Perils Insured Against in Section IV to outdoor antennas, including their lead-in wiring, accessories, masts and towers.

This coverage is additional insurance.

12. **Personal Property - Additional Farm Dwellings.** If a covered loss occurs to an additional dwelling insured under Section IV, **you** may apply up to five percent (5%) of the coverage on this additional farm dwelling to cover only furniture and appliances owned by **you** that are contained in and servicing that dwelling. This coverage does not increase the **limit** applying to the additional farm dwelling.
13. **Private Power and Light Poles.** **We** cover private power and light poles, including attached switch boxes, fuse boxes and outside wiring for the applicable Perils Insured Against, if belonging to the **insured** and servicing buildings specifically insured in this policy.  
This coverage does not increase the **limit** applying to the damaged covered property.
14. **Protective Repairs.** **We** will pay the reasonable cost **you** incur for necessary repairs made to protect covered property from further damage following a loss from a peril **we** insured against. This coverage does not increase the **limit** applying to the property being repaired.
15. **Swimming Pools, Freestanding Farm Signs and Decorative Fences.** When Section I coverage applies, such insurance is extended to pay up to \$2000 for direct loss by Perils Insured Against in Coverage B to swimming pools, freestanding farm signs and decorative fences serving the Coverage A - Dwelling/Mobile Home.

This extension of coverage does not increase the Section I, Coverage A and/or Coverage B **limit**.

16. **Tenant's Improvements and Betterments.** If **you** are a tenant, **we** cover, under Coverage B, the dwelling additions, alterations, fixtures, improvements or installations, made or acquired at **your** expense, to that part of the described dwelling used exclusively by **you**, when damaged by a Peril Insured Against. The **limit** for this coverage shall not exceed 15% of the **limit** that applies to Coverage B.

This coverage is additional insurance.

17. **Trees, Plants, Shrubs and Lawns.** When this policy insures a dwelling or mobile home under Coverage A, **we** cover trees, plants, shrubs and lawns on the **insured premises**.

**We** pay only for loss caused by the following perils: Fire, Lightning, Explosion, Riot, Civil Commotion, Aircraft, Vehicles not owned or operated by an occupant of the **insured premises**, Vandalism and Malicious Mischief, Theft, or Collapse of the Coverage A - Dwelling/Mobile Home, or any part of this dwelling, when Section I coverage includes these perils.

**We** will pay up to 5% of the **limit** that applies to the Coverage A - Dwelling/Mobile Home for all trees, plants, shrubs, and lawns, but not more than \$500 for any one tree, plant, shrub or portion of lawn including the cost of removing the debris of the covered item.

**We** do not cover any trees, plants, shrubs or portions of lawn:

- grown for business or farming purposes; or
- located more than 250 feet from the Coverage A - Dwelling/Mobile Home.

This coverage is additional insurance.

#### SECTIONS I, III AND IV - EXCLUSIONS

**We** do not cover loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

- Acts or Decisions**, including the failure to act or decide, of any person, group, organization or governmental body. **We** do cover any ensuing loss from these acts or decisions unless the ensuing loss is otherwise excluded by the policy.
- Earth Movement**, meaning any loss caused by, resulting from, contributed to or aggravated by earthquake; landslide; mudflow; earth sinking, rising or shifting; volcanic eruption, meaning the eruption, explosion or effusion of a volcano.  
This exclusion applies whether or not the earth movement is combined with water or rain.  
**We** do cover only direct ensuing loss when caused by:
  - fire;
  - explosion other than the explosion of a volcano; or
  - if an insured peril, breakage of glass or safety glazing material.
- Intentional Loss.** **We** do not provide coverage for any **insured** who commits or directs an act with the intent to cause a loss.
- Neglect** of an **insured** to use all reasonable means to protect covered property at and after the time of loss.
- Nuclear Hazard**, meaning nuclear reaction, radiation, radioactive contamination or any consequence of any of these. Loss caused by nuclear action is not considered loss by perils of Fire, Explosion or Smoke. Direct loss by fire resulting from nuclear action is covered.
- Ordinance or Law**, meaning enforcement of any ordinance or law regulating the construction, repair or demolition of a

building or other structure, unless specifically provided under this policy.

**We** do cover loss caused by actions of civil authorities to prevent the spread of a fire caused by an insured peril.

- Planning, Construction or Maintenance**, meaning faulty, inadequate or defective:
  - construction, reconstruction, repair, remodeling or renovation;
  - materials used in construction, reconstruction, repair, remodeling or renovation;
  - design, workmanship or specifications;
  - siting, surveying, zoning, planning, development, grading or compaction; or
  - maintenance
 of part or all of the **insured premises** or any other property.  
**We** do cover any ensuing loss from this exclusion, unless the ensuing loss is otherwise excluded by the policy.
- Power Failure** meaning the failure of power or other utility service if the failure takes place away from the **insured premises**. If a Peril Insured Against ensues on the **insured premises**, **we** will pay only for loss caused by that peril.
- War** (declared or undeclared), civil war, insurrection, rebellion, revolution or discharge of a nuclear weapon or device even if accidental.
- Water Damage**, meaning:
  - flood, surface water, waves, tidal water or overflow of a body of water, from any cause. **We** do not cover spray from any of these, whether or not driven by wind;



- b. water from any source which backs up through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well or other type system designed to remove subsurface water which is drained from the foundation area; or
- c. regardless of its source, water under the ground surface pressing on, or flowing or seeping through:
  - (1) foundations, walls, floors or paved surfaces;
  - (2) basements, whether paved or not;

- (3) doors, windows or other openings; or
- (4) swimming pools.

**We** do cover direct loss that follows, caused by Theft, Fire or Explosion, when these perils are covered by this policy.

- 11. **Weather Conditions** which contribute in any way with a cause or event excluded above to produce the loss.

**We** do cover any ensuing loss from this exclusion, unless the ensuing loss is otherwise excluded by the policy.

#### SECTIONS I, III AND IV - CONDITIONS

1. **General Conditions** on pages 17 and 18.
2. **Abandoned Property.** **You** may not abandon property to **us** unless **we** specifically agree to it.
3. **Arbitration.** In making a claim under the property coverages, if **you** or **we** cannot agree as to the amount of liability, the controversy may be settled by arbitration. Either party may make this demand by written request made within 60 days after receipt of the proof of loss by **us**. The procedure is as follows:
  - a. The arbitration will be conducted in accordance with the rules of the American Arbitration Association, unless other means of conducting the arbitration, and its expenses, are agreed to between the parties. It is the obligation of the requesting party to contact the American Arbitration Association, or other forum agreed on to initiate the arbitration proceedings.
  - b. Judgment upon the award rendered by the arbiters may be entered in any court having jurisdiction.
  - c. The expenses of the American Arbitration Association will be paid by the party requesting it.
  - d. All parties agree to be bound by any award made by the arbiters.
4. **Buildings Under Construction.** This policy may cover a building under construction. If so, until that building is completed and ready for use, the **limit** will be determined by the actual value of that building at the time of loss, but not greater than the **limit** shown on the Declarations for that building.
5. **Glass Replacement.** Damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing when required by law.
6. **Insurable Interest and Our Liability.** In the event of a covered loss, **we** will not pay for more than the insurable interest an **insured** has in the covered property, nor more than the amount of coverage afforded by this policy in any one loss.
7. **Loss Deductible.** **We** will pay only that part of a covered loss in each occurrence over the deductible stated on the Declaration pages for such property. In the event of a covered loss under more than one Section of this policy resulting from one occurrence, only the larger deductible applicable will apply to the loss per occurrence, not each deductible separately.
8. **Loss Payable Clause.** Loss will be adjusted only with the **insured** named and payable to the **insured** and the lienholder shown in the Declarations as their respective interests may appear, subject to all the terms and conditions of the policy.
9. **Loss Payment.** **We** will adjust all losses with **you**. **We** will pay **you** unless some other party is named in the policy and is legally entitled to receive payment. Loss will be payable 60 days after **we** receive **your** proof of loss and:
  - a. **we** reach agreement with **you**; or
  - b. there is an entry of a final judgment; or
  - c. there is a filing of an appraisal or arbitration award with **us**.

- 10. **Loss to a Pair or Set.** **We** may repair or replace any part of the pair or set to restore it to its value before the loss, or **we** may pay the difference between the actual cash value of the property before and after the loss.

- 11. **Loss Value Determination**

- a. All insured property will be covered on an actual cash value basis unless replacement or repair cost coverage is purchased.

- b. **We** will pay the smallest of:

- (1) the actual cash value of the damaged or stolen property at the time of loss;
- (2) the cost to repair the damaged property;
- (3) the cost to replace the damaged or stolen property with property of like description, condition, quality and value, but not necessarily of the same manufacturer;
- (4) the difference between the actual cash value of the insured property immediately before and after the loss; or
- (5) the **limit** applying to the property.

- c. In any loss involving part of a series of pieces or panels (whether interior or exterior), **our limit** is:

- (1) the reasonable cost of repairing or replacing the damaged part so as to match the remainder as closely as reasonably possible under the circumstances; or
- (2) the reasonable cost of an acceptable alternative decorative effect or utilization, as the circumstances may warrant. However, **we** do not guarantee the availability of replacements and will not, in the event of damage to or loss of a part, be obligated to pay for, or repair or replace, the entire series of pieces or panels.

- d. **We** will not pay more than the **limit** of insurance for covered property as stated in the Declarations or the attached Endorsement Schedule.

- 12. **Mortgage Clause.** The word "mortgagee" includes trustee and a contract of sale titleholder. If a mortgagee is named in this policy, any loss payable on buildings will be paid to the mortgagee and **you**, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

If **we** deny **your** claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

- a. notifies **us** of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
- b. pays any premium due under this policy on demand if **you** have neglected to pay the premium; and
- c. submits a signed, sworn proof of loss within 60 days after receiving notice from **us** of **your** failure to do so.



As to only the interest of a lienholder or mortgagee declared in this policy, this insurance will terminate only if the company gives such lienholder or mortgagee at least 10 days written notice of termination.

If **we** pay the mortgagee for any loss and deny payment to **you**:

- a. **we** are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- b. at **our** option, **we** may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, **we** will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

13. **No Benefit to Bailee.** This insurance will not, in any way, benefit any person or organization who may be caring for or handling property for a fee.
14. **Other Insurance.** If both this and other insurance apply to a loss, **we** will pay **our** share. **Our** share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance, whether collectible or not.
15. **Our Settlement Options.**

In the event of a covered loss, **we** have the option to:

- a. make a cash settlement for all or part of the damaged or stolen property; or
- b. pay the cost to repair, rebuild or replace all or the necessary part(s) of the damaged, destroyed or stolen property with like property, as of the time of loss, less an allowance for depreciation when replacement cost coverage doesn't apply.

**We** may take the salvage of all or any part of the covered property at its agreed or appraised value. Property paid for or replaced by **us** becomes **ours**, if **we** choose.

If **we** give **you** notice within 30 days after **we** receive **your** notice of loss, or if **we** demand it, an acceptable sworn proof of loss, **we** may repair or replace any part of the damaged or stolen property with like property.

16. **Permission Granted to You.** **You** may make alterations, additions and repairs to **your** building and complete structures under construction.  
**You** may use the premises only as is usual or incidental to a farm operation.

17. **Recovered Property.** If **you** or **we** recover any property for which **we** have made payment under this policy, **you** or **we** will notify the other of the recovery. At **your** option, the property will be returned to or retained by **you** or it will become **our** property. If the recovered property is returned to or retained by **you**, the claim payment, or any lesser amount to which **we** agree, must be refunded to **us**.

18. **Storage of Gasoline.** The storage of gasoline, gasohol or motor fuel alcohol, in or within 15 feet of any building on the premises, is prohibited except that stored in an underground tank with both pump and tank located outside any building, or

contained in heating, lighting, cooking devices, engines and motor vehicles. Any violation of this condition which causes or contributes to any fire loss will suspend the insurance on any building or contents involved in such loss.

19. **Suit Against Us.** **We** may not be sued unless there is full compliance with all the terms of this policy. Suit must be brought within one year after the loss or damage occurs.
20. **What You Must Do in Case of Loss.** In the event of a loss to property that this insurance may cover, **you** must:
  - a. give notice as soon as reasonably possible to **us** or **our** agent. Report any theft to the proper law enforcement authorities within 48 hours of discovery. If the loss involves a **credit/debit card**, written notice must also be given to the company that issued the card or plate. If the loss involves death or injury of **livestock**, a veterinarian examination must be obtained within 48 hours to determine the cause of death or injury;
  - b. protect the property from further damage, make reasonable and necessary repairs to protect the property and keep records of the cost of these repairs;
  - c. promptly separate the damaged and undamaged property and give **us** a separate inventory of each. **Your** inventory must include how many and what kinds of items, when and where acquired, the original cost, current value and the amount of loss claimed;
  - d. as often as **we** reasonably require:
    - (1) show **us** the damaged property before permanent repairs or replacement is made;
    - (2) provide **us** with records and documents **we** request and permit **us** to make copies; and
    - (3) let **us** record **your** statements and submit to examinations under oath by any person named by **us**, while not in the presence of any other **insured**, and sign the transcript of the examination.
  - e. submit to **us**, within 60 days after **we** request, your signed, sworn proof of loss which sets forth, to the best of **your** knowledge and belief:
    - (1) the date, time, location and cause of loss;
    - (2) the interest **you** and others have in the property, including any encumbrances;
    - (3) the actual cash value and amount of loss of each item damaged or destroyed;
    - (4) other insurance that may cover the loss;
    - (5) changes in title, use, occupancy or possession of the property during the policy period;
    - (6) the plans and specifications of any damaged dwelling or structure **we** may request;
    - (7) detailed estimates for repair of the damage;
    - (8) receipts for any increased costs to maintain **your** standard of living while **you** reside elsewhere, and records pertaining to any loss of rental income; and
    - (9) evidence supporting a claim under the **Credit/Debit Cards**, Forgery and Counterfeit Money protection. This should state the cause and amount of loss.

## SECTION II - LIABILITY AND MEDICAL EXPENSE COVERAGES

The indicated coverages apply where a **limit** is shown in the Declarations.

This section of the policy provides coverages to protect **you** against claims that result from injury to others, or damage to others' property. Some words and phrases in this section appear in bold type. They have special meaning and are explained under Section II - Definitions.



## SECTION II- DEFINITIONS

1. **General Definitions** on pages 1 and 2.
2. **Bodily Injury** means bodily harm, sickness or disease sustained by a person, including required care, loss of services and resulting death.
3. **Coverage Territory.**
  - a. For Farm Liability and Farm Employer's Liability Coverage, **coverage territory** means:
    - (1) the United States of America, its territories and possessions, Puerto Rico and Canada.
    - (2) anywhere in the world, if injury or damage arises out of:
      - (a) Goods or products made or sold by **you** in the United States of America; or
      - (b) The conduct of a person whose home is in the United States of America, but who is away for a short time for purposes directly connected with **your** farming operation; and only if the **insured's** responsibility to pay damages is determined in a **suit** on the merits in the United States of America, or in a settlement **we** agree to.
  - b. For Personal Liability, **coverage territory** means anywhere in the world.
4. **Custom Farm Work** means the use by the **insured** of any tractor, farm implement or farm machine in the farming operation of others, for **remuneration**.
5. **Farm Employee** means an employee of the named **insured** who receives **remuneration** for performing duties incidental to the ownership, maintenance, operations or use of the farm premises.  
**Farm employee** does not include:
  - a. **You**;
  - b. Any **domestic employee**;
  - c. Any independent contractor or their employees;
  - d. Any person residing on the **insured premises**, even if working as an employee, who is a relative of any **insured** or a member of the family of any **insured**, unless specifically named in the Declarations as a **farm employee**; or
  - e. Under an exchange of labor agreement with other farmers, any person working for the **insured** or at the **insured's** direction.
6. **Impaired Property** means tangible property, other than **your product** or **your work**:
  - a. That cannot be used or is less useful because:
    - (1) it incorporates **your product** or **your work** that is known to be defective, deficient, inadequate or dangerous; or
    - (2) **you** have failed to fulfill the terms of a contract or agreement; and
  - b. That can be restored to use by:
    - (1) the repair, replacement, adjustment or removal of **your product** or **your work**; or
    - (2) **your** fulfilling the terms of the contract or agreement.
7. **Insured Contract** means:
  - a. A lease of premises;
  - b. A sidetrack agreement;
  - c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
  - d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
  - f. That part of a contract or agreement pertaining to **your** farming operations under which **you** assume the tort liability of another to pay damages because of **bodily injury** or **property damage** to a third person or organization, if the contract or agreement is made prior to the **bodily injury** or **property damage**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An **insured contract** does not include that part of any contract or agreement that indemnifies any person or organization for damage by fire to premises rented or loaned to **you**.
8. **Loading or Unloading** means the handling of property:
  - a. After it is moved from the place where it is accepted for movement into or onto an **aircraft**, watercraft or **motor vehicle**;
  - b. While it is in or on an **aircraft**, watercraft or **motor vehicle**; or
  - c. While it is being moved from an **aircraft**, watercraft or **motor vehicle** to the place where it is finally delivered.

But **loading** or **unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the **aircraft**, watercraft or **motor vehicle**.
9. **Medical Expenses** means reasonable and necessary expenses for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services.
10. **Motor Vehicle** means:
  - a. A motorized land vehicle, including any attached machinery or equipment;
  - b. A semi-tractor or semi-trailer, including any attached machinery or equipment;
  - c. Any vehicle, including any attached machinery or equipment, while being towed by or carried on a vehicle in a. or b. above;

However, the following, under the circumstances listed below, will not be considered a **motor vehicle**:

  - (1) A vehicle in dead storage on an **insured premises**;
  - (2) A vehicle, not subject to **motor vehicle** registration, including attached machinery or equipment, maintained for use solely on premises **you** own or rent or the ways immediately adjoining;
  - (3) A vehicle which has permanently attached machinery or equipment when the machinery or equipment is activated and being used exclusively for farming purposes;
  - (4) A boat trailer, camp trailer, home trailer or utility trailer when not being towed or carried by a motorized land vehicle designed for travel on public roads and subject to **motor vehicle** registration;
  - (5) A motorized land vehicle owned or rented by an **insured** and designed for recreational use off public roads, while on an **insured premise**;
  - (6) A motorized golf cart while used for golfing purposes on a golf course.



- (7) A **motor vehicle** or a motorized land conveyance including a motorized bicycle, tricycle or similar type of equipment designed principally for recreational use off public roads, and which is not subject to **motor vehicle** registration when:
- (a) used exclusively for the service of the insured residence;
  - (b) designed to assist the handicapped; or
  - (c) not owned or leased by an **insured**;
- (8) A crawler or farm type tractor, farm trailer, farm implement and any farm equipment, if not subject to motor vehicle registration, which is designed for use principally off public roads;
- (9) parking a **motor vehicle** or motorized bicycle or tricycle on, or on the ways next to, premises **you** own or rent, provided the **motor vehicle** is not owned by, rented to or loaned to **you**, any **insured** or the injured person.
11. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
12. **Property Damage** means:
- a. Physical injury to tangible property, including all resulting loss of use of that property; or
  - b. Loss of use of tangible property that is not physically injured.
- Property damage** that is loss of use of tangible property that is not physically injured will be deemed to occur at the same time of the **occurrence** that caused it.
13. **Receipts** means the gross amount of **remuneration** received by the **insured** for **custom farm work** during each annual policy period.
14. **Remuneration** means money or any substitute(s) for money.
15. **Suit** means a civil proceeding in which damages because of **bodily injury**, or **property damage** to which this insurance applies are alleged. **Suit** includes an arbitration proceeding alleging such damages to which **you** must submit or submit with **our** consent.
16. **Your Product** means:
- a. Any goods or products, other than real property, raised, grown, manufactured, sold, handled, distributed or disposed of by:
    - (1) **you**;
    - (2) others trading under **your** name; or
    - (3) a person or organization whose **business** or assets **you** have acquired; and
  - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - c. Warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. or b. above.
- Your product** does not include property rented to or located for the use of others but not sold.
17. **Your Work** means:
- a. Work, including **custom farm work** or operations performed by **you** or on **your** behalf; and
  - b. Materials, parts or equipment furnished in connection with such work or operations.
- Your work** includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. or b. above.

## SECTION II - DESCRIPTION OF LIABILITY AND MEDICAL EXPENSE COVERAGES

### COVERAGE D - FARM LIABILITY AND COVERAGE E - PERSONAL LIABILITY

1. **Insuring Agreement.** We will pay, up to **our** applicable limit, compensatory damages which any **insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies. The **bodily injury** or **property damage** must be caused by an **occurrence** during the policy period. The **occurrence** must take place in the **coverage territory**.

We have the right and duty to defend any **suit** seeking those damages. But:

- a. The amount **we** will pay for damages is limited as set forth in Liability and Medical Expense Coverage Limits on page 13;
- b. **We** may investigate and settle any claim or **suit** at **our** discretion; and
- c. **Our** obligation to defend any claim or **suit** ends when the amount **we** have offered or paid for damages resulting from the **occurrence** equals **our** limit.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the Supplemental Coverages.

### COVERAGE F - MEDICAL EXPENSE TO THE PUBLIC

1. **Insuring Agreement.** We will pay, up to **our** applicable limit, **medical expenses** incurred or medically ascertained within 3 years from the date of an accident causing **bodily injury** covered by this policy.

- a. **We** will make these payments regardless of fault;
- b. **We** will pay expenses for first aid at the time of an accident;
- c. This coverage applies only:
  - (1) to a person (other than an **insured**) who is on the **insured premises** with the permission of an **insured**, or
  - (2) to a person (other than an **insured**) off the **insured premises**, provided the **bodily injury**:
    - (a) Arises out of a condition on the **insured premises** or the ways immediately adjoining it;
    - (b) Is caused by the activities of an **insured** or by a **farm employee** in the course of employment by an **insured**;
    - (c) Is caused or sustained by a **domestic employee** in the course of employment by an **insured**; or
    - (d) Is caused by an animal owned by or in the care of an **insured**.
- d. These payments will not exceed the **limit** shown in the Declarations.

2. **Exclusions.** This insurance does not apply to:
- a. Losses excluded under Section II - Exclusions on pages 11, 12 and 13.
  - b. **Business.** We will not pay **medical expenses** for **bodily injury** to any person injured while on the **insured premises** by reason of **business** being pursued or professional services being rendered there. **We** do cover **bodily injury** to a **domestic employee**.



- c. **Domestic Employee.** We will not pay medical expenses for **bodily injury** to a **domestic employee** if it occurs off the **insured premises** and does not arise out of or in the course of the **domestic employee's** employment by any **insured**.
- d. **Farm Employee.** We will not pay medical expenses for **bodily injury** to any **farm employee** or other person engaged in work usual or incidental to the maintenance or use of the **insured premises** as a farm.  
We do cover **bodily injury** sustained by a **domestic employee** or by a person on the **insured premises** in a neighborly exchange of assistance or the volunteer help for which the **insured** is not obligated to provide remuneration.
- e. **Hernia.** We will not pay medical expenses for **bodily injury** to any person injured due to a hernia if its existence was known before this policy was effective nor for more than \$200 for hernia which occurs after the policy is effective, provided written notice is given to us within 20 days of its **occurrence**.
- f. **Household Resident.** We will not pay medical expenses for **bodily injury** to any person regularly residing on any part of the **insured premises** or who is a resident member of **your household**. The only exceptions to this exclusion are in **occurrences** of **bodily injury** to a **domestic employee**.
- g. **Independent Contractor.** We will not pay medical expenses for **bodily injury** to any independent contractor or the contractor's employee.
- h. **Motor Vehicle.** We will not pay medical expenses for **bodily injury** to any person in or upon a **motor vehicle** away from the **insured premises**.
- i. **Nuclear Hazard.** We will not pay medical expenses for **bodily injury** from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

#### COVERAGE G - FARM EMPLOYER'S LIABILITY

1. **Insuring Agreement.** We will pay, up to our applicable limit, compensatory damages which any **insured** is legally obligated to pay as damages because of **bodily injury** to a **farm employee** arising out of and in the course of employment covered by this policy. This coverage applies only to **bodily injury** caused by an **occurrence** during the policy period and in the **coverage territory**. This coverage is provided until the remuneration for **farm employee** labor, in any one policy period, exceeds the amount stated on the Declarations.  
We have the right and duty to defend any **suit** seeking those damages. But:
  - a. The amount we will pay for damages is limited as set forth in Liability and Medical Expense Coverage Limits on page 13;
  - b. We may investigate and settle any claim or **suit** at our discretion; and
  - c. Our obligation to defend any claim or **suit** ends when the amount we have offered or paid for damages resulting from the **occurrence** equals our limit.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the Supplemental Coverages.

2. **Exclusions.** This insurance coverage does not apply to:
  - a. Losses excluded under Section II - Exclusions on pages 11, 12 and 13.

- b. **Corporation Employee.** We will not pay for damages due to **bodily injury** to any employee who is a member of the corporation that is named as the **insured**.
- c. **Unlawful Employee.** We do not cover any **farm employee** employed in violation of any Federal or State employment law as to age if the **occurrence** arises from use of any power driven machine, or arises out of the construction, alteration or demolition of any structure, or to any **farm employee** employed in violation of law with the knowledge of the **insured**.

#### COVERAGE H - MEDICAL EXPENSE FOR FARM EMPLOYEES

1. **Insuring Agreement.** We will pay, up to our applicable limit, the **medical expenses** which are incurred within three years from the date of a covered accident, causing **bodily injury** to a **farm employee** while engaged in the employment of the **insured**. This coverage is provided until the remuneration for **farm employee** labor exceeds the amount stated on the Declarations, in any one policy period.
2. **Exclusions.** This insurance coverage does not apply to:
  - a. Losses excluded under Section II - Exclusions on pages 11, 12 and 13.
  - b. **Corporation Employee.** We will not pay medical expenses for **bodily injury** to any employee who is a member of the corporation that is named as the **insured**.
  - c. **Hernia.** We do not pay medical expenses for **bodily injury** to any person due to a hernia if its existence was known before this policy was effective. We will pay up to \$200 for hernia which occurs after the policy is effective, provided written notice is given to us within 20 days of its **occurrence**.
  - d. **Unlawful Employee.** We do not cover any **farm employee** employed in violation of any Federal or State employment law as to age if the **occurrence** arises from use of any power driven machine, or arises out of the construction, alteration or demolition of any structure, or to any **farm employee** employed in violation of law with the knowledge of the **insured**.

#### COVERAGE I - MEDICAL EXPENSE FOR PERSONS NAMED

1. **Insuring agreement.** We will pay, up to our applicable limit, the **medical expenses** which are incurred within three years from the date of a covered accident, to persons named in the Declarations for this coverage for **bodily injury** caused by an accident while engaged in the maintenance or use of the premises for the purpose of farming. This **medical expense** is subject to the deductible stated in the Declarations. This deductible will apply to each person for **medical expense** incurred in one accident.
2. **Exclusions.** This insurance coverage does not apply to:
  - a. Losses excluded under Section I1- Exclusions on pages 11, 12 and 13.
  - b. **Hernia.** We do not pay medical expenses for **bodily injury** to any person due to a hernia if its existence was known before this policy was effective. We will pay up to \$200 for hernia which occurs after the policy is effective, provided written notice is given to us within 20 days of its **occurrence**.
  - c. **Nonfarming Activities.** We will not pay medical expenses for **bodily injury** arising out of household or domestic activities or personal activities which are not necessary to farming operations.



**COVERAGE J - CUSTOM FARM WORK**

1. **Insuring agreement.** We will pay, up to our applicable limit shown for Coverage D, compensatory damages which any insured is legally obligated to pay as damages, or under Coverage F, **medical expenses** arising from **Custom Farm Work** done within the state and within a radius of 100 miles from the described premises. This coverage is provided until **receipts** from **custom farm work** exceed the amount stated in the Declarations, in any one policy period.
2. **Exclusions.** This insurance coverage does not apply to:
  - a. Losses excluded under Section II -Exclusions on pages 11, 12 and 13.

- b. **Farm Employee.** We will not pay for damages due to **bodily injury** to any **farm employee** or other employee of any insured other than a **domestic employee**.
- c. **Hazardous Activities.** We will not pay for damages due to **bodily injury** or **property damage** arising out of: (1) construction, material alteration or demolition of any building; (2) blasting, including the ownership or use of explosives; (3) ditching and trenching; (4) excavating; (5) logging; (6) application of herbicides, pesticides, fungicides, fertilizers and other agricultural chemicals; (7) wood sawing; (8) anhydrous ammonia application and related operations; and (9) artificial insemination.

**SECTION II - SUPPLEMENTARY COVERAGES**

We will pay the following in addition to the applicable limit for Coverage D and E - Farm and Personal Liability and Coverage F - Medical Expense to the Public when Section II Coverages are purchased.

1. **Automatic Insurance for Newly Acquired Farm Premises.** We cover in Section II newly acquired farm premises not described in this policy, which are operated for farming purposes, provided:
  - a. **you** acquire such farm premises as owner or tenant;
  - b. **you** notify **us** within thirty days following the date **you** acquire such farm premises; and
  - c. **you** pay any additional premium required because of the newly acquired premises.
 This insurance does not apply to any loss against which **you** have other valid and collectible insurance.
2. **Claim and Defense Expenses.** We will pay the following expenses incurred in any claim or **suit** defended by **us** under the Farm Liability or Personal Liability Coverages:
  - a. all expenses **we** incur.
  - b. up to \$250 for cost of bail bonds required because of accident or traffic law violations arising out of the use of any vehicle to which the **bodily injury** Liability Coverage applies. **We** do not have to furnish these bonds.
  - c. the cost of bonds to release attachments, but only for bond amounts within the applicable **limit**. **We** have no obligation to apply for or furnish these bonds.
  - d. all reasonable expenses incurred by an **insured** at **our** request. This includes actual loss of earnings (but not loss of other income) up to \$200 per day for aiding **us** in the investigation or defense of claims or **suits**.
  - e. all costs taxed against the **insured** in the **suit**.
  - f. pre-judgment interest awarded against the **insured** on that part of the judgment **we** pay. If **we** make an offer to pay the applicable **limit**, **we** will not pay any pre-judgment interest based on that period of time after the offer.

- g. all interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable **limit**.

These payments will not reduce the **limit**.

3. **Damage to Property of Others.** We will pay up to \$500 per occurrence for **property damage** to property of others caused by an **insured**, even if not negligent or legally liable.

At our option, **we** will either:

- a. pay the actual cash value of the property; or
- b. repair or replace the property with other property of like kind and quality.

**We** will not pay for **property damage**:

- a. to the extent of any amount recoverable under any other coverage in this policy;
- b. caused intentionally by an **insured** who has attained the age of 13;
- c. to property owned by or rented to any **insured**, a tenant of any **insured** or a resident in **your** household;
- d. resulting from:
  - (1) farm operations, **business** pursuits or professional services;
  - (2) any act or omission in connection with premises owned, rented or controlled by any **insured**, other than an **insured premises**; or
  - (3) the ownership, maintenance or use of a **motor vehicle**, farm machinery or mobile equipment, **aircraft**, watercraft or ice boat.
4. **Emergency First Aid.** We will pay reasonable expenses incurred by an **insured** for first aid to persons, other than **insureds**, at the time of the accident, for bodily harm covered under this policy.

**SECTION II - EXCLUSIONS**

Insurance provided under Section II does not apply to:

1. **Acts or Omissions.** We will not pay for damages due to **bodily injury** or **property damage** arising out of any act or omission of any **insured** as an officer or member of the board of directors of any corporation or other organization, except the acts of an unpaid volunteer director, officer or trustee of a religious, charitable or civic non-profit organization. An elected, public official shall not qualify as an unpaid volunteer director, officer or trustee.

2. **Aircraft.**

- a. We will not pay for damages due to **bodily injury** or **property damage** caused by, resulting from or arising out of:
  - (1) any substance released, discharged or which escapes from any **aircraft**; or
  - (2) the ownership, maintenance, use or entrustment to others of any **aircraft** or **aircraft** facilities owned or operated by or rented or loaned to any **insured**. Use includes operation and **loading** or **unloading**.



This exclusion does not apply to an **aircraft** that causes **bodily injury** or **property damage** to a **domestic employee** who is not operating or maintaining it.

b. **We** do not cover statutorily imposed vicarious parental liability for the actions of a child or minor using an **aircraft** described in a. above.

3. **Business.** **We** will not pay for damages due to **bodily injury** or **property damage** arising out of **business** pursuits of any **insured**, except:

a. activities normally considered **non-business**; or  
b. the occasional or part-time **business** activities of any self-employed insured under 19 years of age.

4. **Communicable Disease.** **We** do not cover **bodily injury** or **property damage** arising out of the transmission of a communicable disease by an **insured**.

5. **Contractual Liability.** **We** will not pay for damages due to **bodily injury** or **property damage** for which any **insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages:

a. assumed in a contract or agreement that is an **insured contract**; or  
b. that the **insured** would have in the absence of the contract or agreement.

6. **Custom Farm Work.** **We** will not pay for damages due to **bodily injury** or **property damage** arising out of the **insured's** performance of, or failure to perform, **custom farm work** except as may be provided under Coverage J - Custom Farm Work.

7. **Employees.** **We** will not pay for damages arising from **bodily injury** to any employee (other than a **domestic employee** or **farm employee**) as a result of his or her employment by the **insured**. This exclusion applies to any obligation to share damages with or repay someone else who must pay damages because of the injury. The only exceptions to this exclusion are in **occurrences** of **bodily injury** for which the **insured** has assumed liability under an **insured contract**.

8. **Fishing and Hunting Facility.** **We** will not pay for damages due to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, entrustment to others or use of any fishing or hunting facility for lease or charge on the **insured premises**.

9. **Illegal Consumption of Alcohol.** **We** will not pay for damages due to **bodily injury** or **property damage** arising out of the **insured's** knowingly permitting or failing to take action to prevent the illegal consumption of alcohol beverages by an underage person on premises owned by the **insured** or under the **insured's** control.

10. **Impaired Property.** **We** will not pay for damages due to **property damage** to **impaired property** or property that has not been physically injured, arising out of:

a. a defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or  
b. a delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** after it has been put to its intended use.

11. **Intentional Injury.** **We** will not pay for damages due to **bodily injury** or **property damage** expected or intended from the stand-point of the **insured**.

12. **Intra-Insured Suits.** **We** do not cover **bodily injury** to **you** or to any **insured**.

13. **Loss of Use/Product Recall.** **We** will not pay damages claimed for any loss, cost or expense incurred by **you** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. **your product**;  
b. **your work**; or  
c. **impaired property**;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

14. **Non-Resident Insureds.** **We** will not pay for damages due to **bodily injury** or **property damage** under Coverage E - Personal Liability for any **insured** who resides off the **insured premises**.

15. **Nuclear Energy.** **We** will not pay for damages due to **bodily injury** or **property damage** for which any **insured** under this policy is also an **insured** under a nuclear energy liability policy or would be an **insured** but for its termination upon exhaustion of its **limit** of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors.

16. **Pollution.** **We** will not pay damages due to **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, release, escape, seepage, or migration of **pollutants**:

a. at or from premises **you** own, rent or occupy;  
b. at or from any site or location used by or for **you** or others for the handling, storage, disposal, processing or treatment of waste;  
c. which are at anytime transported, handled, stored, treated, disposed of, or processed as waste by or for **you** or any person or organization for whom **you** may be legally responsible; or  
d. at or from any site or location on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations:  
(1) if the **pollutants** are brought on or to the site or location in connection with such operations; or  
(2) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the **pollutants**.

**We** will not pay for any loss, cost or expense arising out of any governmental direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.

17. **Professional Liability.** **We** will not pay for damages due to **bodily injury** or **property damage** arising out of the rendering of, or failure to render, professional services.

18. **Property Owned or Controlled.** **We** will not pay for damages due to **property damage** to:

a. property **you** own;  
b. property **you** rent, occupy or use;  
c. property loaned to **you**;  
d. personal property in **your** care, custody or control;  
e. premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those premises.

**We** will, if **you** are legally obligated, pay for **property damage** to items b, c and d above, other than farm premises and farm personal property, caused by fire, smoke or explosion.

**We** will, if **you** are legally obligated, pay up to \$25,000 per **occurrence** for **property damage** to items b, c and d above, that are farm premises or farm personal property, caused by fire, smoke or explosion.



19. **Punitive Damages.** We do not cover punitive or exemplary damages.
20. **Rentals.** We do not cover **bodily injury** or **property damage** arising out of:
- the rental or holding for rental of any dwelling owned by the **insured** other than an **insured premises**;
  - the rental or holding for rental by the **insured** of any part of premises that are used for **business** purposes;
  - an act or omission in connection with any location (other than an **insured premise**) that is owned, rented or controlled by the **insured**.
- The only exceptions to this exclusion are in **occurrences** of **bodily injury** or **property damage** sustained by a **domestic employee** arising out of and in the course of employment by the **insured**.
21. **Sexual Abuse.** We do not cover **bodily injury** or **property damage** arising out of or resulting from any actual or alleged sexual abuse or molestation of a person by an **insured**.
22. **Vehicles.**
- We will not pay for damages due to **bodily injury** or **property damage** arising out of the ownership, maintenance, use or entrustment to others of any **motor vehicle**, motorized bicycle or tricycle owned or operated by or rented or loaned to any **insured**. Use includes operation and **loading** or **unloading**.
  - We do not cover statutorily imposed vicarious parental liability for the actions of a child or minor using a means of transport described in a. above.
23. **Vehicles and Livestock.** We will not pay for damages due to **bodily injury** or **property damage** arising out of:
- the transportation of mobile equipment by a **motor vehicle** owned or operated by, or rented or loaned to, any **insured**; or
  - the use of any self-propelled land vehicle, mobile equipment or animal in, or while in practice or preparation for, a prearranged racing, speed, strength or demolition contest or in any stunting activity; or
  - the use of any self-propelled land **motor vehicle**, mobile, equipment, animal or other vehicle while used for the group transportation of persons for pleasure purposes.
  - the ownership, maintenance use, or entrustment to others, **loading** or **unloading** of any vehicle or livestock described in a, b, or c. above.
24. **War.** We do not cover any loss, damage or injury caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure of use for a

military purpose and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

25. **Watercraft.**

- We will not pay for damages due to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, entrustment to others, use or **loading** or **unloading** of any watercraft:

- (1) with inboard or inboard-outdrive motor power owned by an **insured**; or
  - (2) with inboard or inboard-outdrive motor power of more than 50 horsepower rented to an **insured**; or
  - (3) that is a sailing vessel with or without auxiliary power, 26 feet or more in length, owned by or rented to an **insured**; or
  - (4) that is an iceboat, airboat, air cushion or similar type of craft; or
  - (5) powered by one or more outboard motors with more than 50 total horsepower, owned by any **insured**.
- This exclusion does not apply to any watercraft powered by outboard motor(s) acquired by an **insured** during the policy period provided:
- no outboard motor(s) singly or in combination exceeds 150 horsepower; and
  - you** write **us** within 45 days after acquisition and request **us** to insure the outboard motor(s).

The only exceptions to this exclusion are in **occurrences** of **bodily injury** or **property damage**:

- (1) that take place on the **insured premises**;
  - (2) sustained by a **domestic employee** in the course of employment by an **insured**; or
  - (3) involving watercraft being stored.
- We do not cover statutorily imposed vicarious parental liability for the actions of a child or minor using a watercraft described in a. above.
26. **Workers Compensation.** We do not cover any obligation of the **insured** under a workers compensation, disability benefits or unemployment compensation law or any similar law.
27. **Your Product.** We will not pay for damages due to **property damage** to **your product**, arising out of it or any part of it.
28. **Your Work.** We will not pay for damages due to **property damage** to:
- your work**, arising out of it or any part of it; or
  - that particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

## SECTION II - LIABILITY AND MEDICAL EXPENSE COVERAGE LIMITS

- The **limit** shown in the Declarations for Coverages D, E, G and J is the most **we** will pay for all damages resulting from any one **occurrence** regardless of the number of:
  - liability coverage(s) provided by this policy;
  - insureds**;
  - claims made or **suits** brought; or
  - persons or organizations making claims or bringing **suits**.
- The **limit** shown in the Declarations under Coverages F, H and J is the most **we** will pay for all **medical expenses** incurred by or for each person who sustains **bodily injury** in any one accident.
- The **limit**, if shown in the Declarations for Coverage I, is the most **we** will pay for all **medical expenses**, incurred by or for each person named in the Declarations for this coverage, who sustains **bodily injury** in any one accident.

## SECTION II - CONDITIONS

- General Conditions** on pages 17 and 18.
- Bankruptcy.** Bankruptcy or insolvency of the **insured** or of the **insured's** estate will not relieve **us** of **our** obligations under this policy.
- Insurance Under Two or More Coverages.** If two or more of this policy's coverages apply to the same loss or damage, **we** will not pay more than the actual amount of the loss or damage.



4. **Legal Action Against Us.** No person or organization has a right under this Section of this policy:
- to join **us** as a party or otherwise bring **us** into a **suit** asking for damages from an **insured**; or
  - to sue **us** unless all the terms of this policy have been fully complied with.
- A person or organization may sue **us** to recover on an agreed settlement or on a final judgment against an **insured** obtained after an actual trial; but **we** will not be liable for damages that are not payable under the terms of this Section or that are in excess of the applicable **limit**. An agreed settlement means a settlement and release of liability signed by **us**, the **insured** and the claimant or the claimant's legal representative.
5. **No Admission of Liability With Medical Expense.** No payment **we** make under the provisions of Coverage F, Coverage H or Coverage I constitutes an admission of liability by any **insured** or **us**.
6. **Other Insurance.** Insurance under Section II, except **Medical Expense** Coverages, is excess over any other valid and collectible insurance or indemnity available to the **insured**. However, the **limits** of this policy apply first when the other insurance is Umbrella coverage written as excess and which shows this policy as underlying insurance.
7. **Separation of Named Insureds.** Except with respect to the **limit**, this insurance applies:
- as if each named **insured** were the only named **insured**; and
  - separately to each **insured** against whom claim is made or **suit** is brought.
8. **What You Must Do in Case of Loss.** In the event of an accident or **occurrence** which this insurance may cover, **you** must:

- give prompt notice to **us** or **our** agent, including:
  - the identity of the policy and **insured**;
  - the time, place and circumstances of the accident or **occurrence**;
  - names and addresses of any claimants and witnesses; and
  - submit to recorded or written statements; if **we** request.
- promptly forward to **us** any notice, demand and legal paper relating to the accident or **occurrence**.
- at **our** request, assist **us** in:
  - making settlement;
  - enforcing any right of contribution or indemnity against any person or organization who may be liable to any **insured**; and
  - any matter relating to a claim or **suit**.
- under the Damage to Property of Others coverage, give **us** a sworn statement of the loss. This must be made within 60 days after **our** request. Also, be prepared to show **us** any damaged property under an **insured's** control.
- the **insured** will not, except at the **insured's** own cost, voluntarily make any payment, nor assume any obligation or expense except for Emergency First Aid.
- under Coverages F, H and I, the injured person or someone acting on their behalf shall:
  - give **us** prompt written proof of claim, under oath if required;
  - authorize **us** to obtain copies of medical reports and records; and
  - permit doctors **we** select to examine the injured person when **we** may reasonably require.

### SECTION III - FARM PERSONAL PROPERTY COVERAGES

Your farm personal property may be covered on either a blanket or scheduled basis or a combination of both.

#### BLANKET FARM PERSONAL PROPERTY

Coverage applies only when a **limit** is shown for Blanket Farm Personal Property in the Declarations. Property covered must be insured for at least 80% of its actual cash value at the time of loss.

(See Coinsurance Clause)

- We** cover, on a blanket basis, all farm personal property usual and incidental to the operation of a farm, owned, rented or leased by the **insured**, on or temporarily removed from the **insured premises**.
- Limitations on Blanket Property.**
  - Coinsurance Clause.** You must maintain insurance on the property covered for at least 80% of the actual cash value at the time of the loss. If **you** fail to do this, **we** will pay only the percentage of loss produced by dividing the amount of insurance carried by the amount **you** should have carried, less the applicable policy deductible.
  - Livestock.** **We** will pay, for each category of **livestock**, the actual cash value at the time of loss by the Perils Insured Against, but not more than the **Limit Per Head** shown below.

#### LIMIT PER HEAD:

- \$1,500 on any one horse or mule.
- \$3,000 on any one head of cattle.
- \$500 on any one swine.
- \$150 on any one sheep or goat.
- For purposes of **Limit Per Head of livestock**, it is understood that an unborn animal or embryo is not a separate entity, and subject to the **limit per head** of

the animal in which the unborn animal or embryo is contained.

- Poultry.** **We** cover poultry and contents of poultry buildings only when the number of fowl on the **insured premises** is less than 1000. When **we** cover poultry, **we** will pay the actual cash value per fowl at the time of loss by the Perils Insured Against.
- Standing crops, and grain or other crops in stacks, piles, bales, silo bags, shocks or swaths are covered against loss only by fire or lightning.
- Hay, straw, silage, fodder or contents in silo bags in the open are covered only against loss by fire or lightning and are limited to \$10,000 for any one stack, pile, bale or silo bag. A group of stacks, piles, bales, or silo bags separated by less than 100 feet will be considered one stack, pile, bale or silo bag.
- Grain, seeds, beans, hay, straw, fodder, silage, ground feed, manufactured and compounded stock foods are also covered while away from **your insured premises**, except while stored in or being processed in public elevators, public warehouses, seed houses, drying plants or manufacturing plants. This insurance will not directly or indirectly benefit any carrier or other bailee.
- Any device, accessory or antenna designed for reproducing, detecting, receiving, transmitting, recording or playing back data, radar, sound or picture (or any film, tape, wire, record or other medium designed for use with such device) and used exclusively in the farming operation is covered up to \$500.



- h. Semen is covered up to \$2500.
  - i. Farm operation records reproduction, replacement or restoration expense is covered up to \$2500.
3. **We do not cover:**
- a. property that is separately described and specifically insured in whole or in part by this or any other insurance.
  - b. household contents and non-farm personal property.
  - c. accounts, bills, currency, deeds, evidences of debt, money and securities.
  - d. farm operations records and electronic data processing equipment and software, except as covered by Supplementary Coverages or Limitations on Blanket Property.
  - e. any device, accessory or antenna designed for reproducing, detecting, receiving, transmitting, recording or playing back data, radar, sound or picture (or any film, tape, wire, record or other medium designed for use with such device) which may be operated from the electrical system of a land motor vehicle or watercraft and while in or on the land motor vehicle or watercraft. (Farm equipment is not a land motor vehicle under this provision.)
  - f. automobiles, trucks, motorcycles, and other vehicles subject to vehicle registration or licensed for road use (other than farm wagons), snowmobiles, recreational vehicles, motorized bicycles, house trailers, whether assembled or unassembled, including their equipment and accessories.
  - g. watercraft including their trailers, equipment, accessories and outboard motors.
  - h. any **aircraft**.
  - i. tobacco, cotton, vegetables, root crops, bulbs and fruit.
  - j. contents of buildings used for cleaning, grading, sorting, packaging, storage of potatoes, onions, bulbs or fruit.
  - k. standing crops (except as provided in the Limitations on Blanket Property of Section III).
  - l. grain under Government loan when located off the **insured premises**.
  - m. race horses.
  - n. dogs, cats, and fur bearing animals and contents of buildings used for fur bearing animals.
  - o. worms, fish and bees.
  - p. animals not defined as **livestock**, or poultry and contents of poultry buildings (except as provided in the Limitations on Blanket Property of Section III).
  - q. sawmill equipment.
  - r. antique farm equipment items.
  - s. irrigation equipment.
  - t. bulk feed tanks, bulk milk tanks, barn cleaners, silo unloaders, automatic waterers, drinking cups, hay conveyors, manure pumps, stanchions, cow mats, pipeline milkers, feed conveyors, computerized feeding systems, bunk feeders, farrowing crates, and other similar fixtures and built-in components attached to or within a building.
  - u. portable buildings, portable and non-portable structures and signs.
  - v. fences, corrals, gates, man-made windbreaks, windmills, windchargers and their towers.

### SCHEDULED FARM PERSONAL PROPERTY

Coverage applies only when a limit is shown for Scheduled Farm Personal Property in the Declarations. **We** will not pay more for any item(s) of farm personal property than the amount shown for that specific item(s) on the Endorsement Schedule.

1. **We** cover all farm personal property described and insured in the attached Endorsement Schedule, owned, rented or leased by the **insured**, on or temporarily removed from the **insured premises**.
2. **Limitations on Scheduled Property**
  - a. **Grain.** When **we** cover scheduled grain, this coverage includes grain, seeds, beans, ground feed, manufactured and compounded stock foods in buildings, wagons or trucks only while on the **insured premises**. **We** do not cover grain under Government loan unless specifically insured.
  - b. **Grain and Hay - Optional Extension.** You may apply up to 50% of the amount specified on these items (except grain under Government loan), to cover owned property within 50 miles of the **insured premises**. **We** do not cover property stored in or being processed in public elevators or warehouses, seed houses, drying plants or manufacturing plants. This extension of insurance will not benefit any carrier or other bailee. It is a condition of this insurance that in the event you choose to apply the 50% optional provision on these items, **we** will not be liable for more of any loss than would have been the case if a similar choice were made under optional provisions of all policies covering the same property.
  - c. **Hay (in building).** When **we** cover hay, straw, silage and fodder, coverage only applies while these items are in buildings and silos on the **insured premises**.
  - d. **Hay (in the open).** When **we** cover hay, straw, silage, fodder or contents of silo bags in stacks, piles, bales or silo bags, coverage only applies while in the open and on the **insured premises**. The hay, straw, silage, fodder or contents in silo bags in the open are covered only against loss by fire and are limited to \$10,000, unless scheduled for a larger amount, for any one stack, pile, bale or silo bag. A group of stacks, piles, bales or silo bags separated by less than 100 feet will be considered as one stack.
  - e. **Livestock.** When **we** cover **livestock**, **we** will pay the smallest of (1) or (2) below on any one animal (except an animal separately described and insured):
    - (1) 120% of the amount obtained by dividing the total insurance on each class and type by the number of head of the class and type owned at the time of loss; each horse, mule and head of cattle under one year of age will be counted as one-half head; or
    - (2) the actual cash value of any animal destroyed or damaged, but not more than the following **Limit Per Head** shown for each category of **livestock** listed below, unless otherwise stated.

**LIMIT PER HEAD:**

    - (a) \$1500 on any one horse or mule.
    - (b) \$3000 on any one head of cattle.
    - (c) \$500 on any one swine.
    - (d) \$150 on any one sheep or goat.
    - (e) \$500 on any other insured farm animal(s) not listed above.
    - (f) For purposes of limit per head of **livestock**, it is understood that an unborn animal or embryo is not a separate entity, and therefore subject to the limit per head of the animal in which the unborn animal or embryo is contained.
  - f. **Newly Purchased Farm Equipment and Machinery.** (Not purchased as a replacement of any farm equipment or machinery.) If farm equipment such as tractors, combines, and other farm machinery are insured, such coverage is extended to newly purchased farm



equipment, subject to a total limit of \$50,000 on all newly purchased farm equipment. This insurance applies for 30 days from the date of purchase or to the expiration of this policy, whichever occurs first. Additional premium will be payable for values reported from the date the property was purchased.

**We do not cover:**

- (1) automobiles, trucks, motorcycles, snowmobiles, house trailers, mobile homes, vehicles primarily designed and licensed for road use (other than farm wagons), trailers, watercraft, **aircraft** and their equipment, tires and parts;
- (2) sawmill equipment;
- (3) buildings and any fixtures attached to or within a building, fences, windmills and wind generators and their towers, outdoor radio and television equipment;
- (4) distillery equipment and containers.

This insurance is excess insurance over any other valid and collectible insurance available to **you**.

This insurance does not apply to property as defined above which is purchased for any **business** pursuits of the **insured**, other than farming operations, or to such property if held by, in the custody of, rented or leased to the **insured** other than as owner.

- g. **Poultry Coverage.** When this insurance covers poultry, the limit per fowl is the lesser of the following amounts:
  - (1) the actual cash value of each bird at time of loss; or
  - (2) the amount shown as the maximum per bird.
- h. **Specifically Insured Machinery Coverage.** When the insurance under this endorsement covers a specific item of machinery, equipment or vehicle, **we** will cover any machine, equipment or vehicle acquired as a replacement of the specifically insured item, but not for more than the amount of insurance on the replaced item. This insurance covers the insured property while on or temporarily removed to a distance not exceeding 100 miles from the **insured premises**.

### SECTION III - PERILS INSURED AGAINST

**We** cover risks of accidental direct physical loss to insured property described in this section when caused by a peril listed below, unless the loss is excluded elsewhere in this policy.

1. **Fire or Lightning.**
2. **Windstorm or Hail.** This peril does not cover loss:
  - a. to the farm personal property contained in a structure caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening; or
  - b. caused directly or indirectly by frost, cold weather, ice (except hail), snow or sleet, or caused by weight of ice, snow or sleet, all whether or not driven by wind.
3. **Explosion.** This peril does not cover loss caused by:
  - a. explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the **insured**;
  - b. shock waves caused by **aircraft**, known as "sonic boom";
  - c. electric arcing;
  - d. rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown;
  - e. water hammer;
  - f. rupture or bursting of water pipes;
  - g. rupture, bursting or operation of pressure release devices;
  - h. rupture or bursting due to swelling of the contents of any building or structure, caused by water; or

- i. distillery operation.
4. **Riot or Civil Commotion.**
5. **Aircraft**, including self-propelled missiles and spacecraft.
6. **Vehicles**, meaning only direct loss resulting from actual physical contact of a land motor vehicle with covered property or with the building containing covered property. **We** do not cover loss:
  - a. by any vehicle owned or operated by any insured or occupant of the **insured premises**;
  - b. by any vehicle to fences; or
  - c. to any motor vehicle or trailer, except as otherwise provided.
7. **Smoke**, if the loss is sudden and accidental. **We** do not cover loss caused by smoke from agricultural smudging or industrial operations.
8. **Electrocution**, meaning death of **livestock** caused by electric shock resulting from artificially generated electrical currents.
9. **Breakage of Mobile Farm Equipment Glass**, which is a part of the cab of mobile farm equipment insured by this policy. **Our limit** for such broken glass will not exceed the actual cash value of the glass at the time of loss, or what it would cost to repair or replace the broken glass with obtainable equivalent kind and quality. **We** may pay for the loss in money or repair or replace the glass. For a loss covered under this peril, **we** will only pay the amount that exceeds \$50 for each occurrence.

### SECTION III - ADDITIONAL EXCLUSIONS - BLANKET AND SCHEDULED

Unless the policy is specifically endorsed to provide coverage, **we** will not pay:

- a. for losses excluded under Sections I, III and IV-Exclusions on pages 5 and 6.
- b. for loss to **livestock** in public stockyards, slaughter houses, public sales barns and public sales yards.
- c. for loss to farm personal property in transit by common carrier.
- d. for loss to **livestock** or poultry caused in whole or in part by running into streams or ditches or against fences or other objects; from smothering, or asphyxiation from any cause; or for loss as the direct or indirect result of fright from any cause.

- e. for loss, other than fire loss, to straw, grain, hay, or other crops outside of buildings.
- f. for loss to **livestock** or poultry caused by freezing or exposure in blizzards or snowstorms.
- g. for loss to property from depreciation, delay or loss of market.
- h. for any loss resulting from change in temperature or humidity. **We** do cover spoilage of milk if the change in temperature is the result of damage to equipment on premises from an insured peril.
- i. for consequential loss to livestock and poultry resulting from a power, heating, ventilation or cooling failure from any cause.



## SECTION IV - FARM OUTBUILDING COVERAGES

1. **We** cover farm outbuildings, structures and additional dwellings as described in the Schedule of Farm Outbuildings for not more than the amount shown for each building. Coverage on each insured building includes attached sheds, fixtures and built-in components.
2. **Limitations on Farm Outbuildings.**
  - a. Silos, bunk feeders, bulk feed tanks, fences, corrals, gates and man-made windbreaks are not covered by this policy unless they are insured specifically as separate items.
- b. **Portable Buildings or Portable Structures.** We cover portable buildings or structures when specifically insured. **You** must maintain insurance on the portable buildings for 100% of the actual cash value of all portable buildings at the time of the loss. If **you** fail to do this, **we** will pay only the percentage of loss produced by dividing the amount of insurance carried by the amount **you** should have carried, less the applicable policy deductible.
3. **We** do not cover any trees, plants, shrubs or land.

## SECTION IV - PERILS INSURED AGAINST

**We** cover risks of accidental direct physical loss to insured property described in the Schedule of Farm Outbuildings in this Section when caused by the following:

1. **Fire or Lightning.**
2. **Windstorm or Hail.** This peril does not cover loss:
  - a. to the inside of a building or the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening; or
  - b. caused directly or indirectly by frost, cold weather, ice (except hail), snow or sleet, or caused by weight of ice, snow or sleet, all whether or not driven by wind;
  - c. to any greenhouse or hothouse;
  - d. to any silo roof for more than 25% of the insured amount of the silo.
3. **Explosion.** This peril does not cover loss caused by:
  - a. explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the **insured**;
  - b. shock waves caused by **aircraft**, known as "sonic boom";
  - c. electric arcing;
  - d. rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown;
  - e. water hammer;
  - f. rupture or bursting of water pipes;
  - g. rupture, bursting or operation of pressure relief devices;
  - h. rupture or bursting due to swelling of the contents of any building or structure, caused by water; or
  - i. distillery operations.
4. **Riot or Civil Commotion.**
5. **Aircraft**, including self-propelled missiles and spacecraft.
6. **Vehicles**, meaning only direct loss resulting from actual physical contact of a land vehicle with the insured building, but excluding loss by any vehicle owned or operated by an **insured** or occupant of the **insured premises**;
7. **Smoke**, if the loss is sudden and accidental. **We** do not cover loss caused by smoke from agricultural smudging or industrial operations.
8. **Vandalism and Malicious Mischief**, meaning only willful or malicious damage or destruction of property.  
**We** do not cover:
  - a. loss to property on the **insured premises** if the Section I Dwelling has been **vacant** for more than 30 consecutive days immediately before the loss;
  - b. loss caused by an **insured** or by any other person regularly residing on the **insured premises**.
9. **Theft**, including damage from attempted theft, and loss of property from a known place only when it is likely that a theft occurred.  
This peril does not cover loss:
  - a. if committed by an **insured** or employee;
  - b. caused by wrongful conversion or embezzlement or any other unauthorized or fraudulent appropriation or the assumption of the rights of ownership of **your** property by the person(s) who have been entrusted with the care or custody of that property; or
  - c. from swindling, fraud, trick or false pretense.
  - d. in or from a building(s) under construction, or of materials and supplies for use in the construction, until the building is completed and ready for occupancy.
  - e. from the described premises caused by a tenant of any portion of the described premises or any of the tenant's employees or members of the tenant's household.

## GENERAL CONDITIONS

Unless otherwise noted, the following conditions apply to all Sections of this policy.

1. **Assignment.** Assignment of this policy will not be valid unless **we** give **our** written consent.
2. **Audit.** **We** may examine and audit **your** books and records at any time while the policy is in force and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance. If the audit shows that the premium should have been higher or lower, the difference will be billed or returned to **you** (subject to any minimum premium applying).
3. **Cancellation Provisions - Refer to the Amendatory Farm/Ranch Endorsement.**
4. **Concealment or Fraud.** This entire policy is void if, before or after a loss, any **insured** has:
  - a. intentionally concealed or misrepresented any material fact or circumstance;
  - b. engaged in fraudulent conduct; or
  - c. made false statements relating to this insurance.
5. **Conformity to Statute.** If any part of the policy is contrary to a statute in **your** state, **we** agree to alter that part of **our** policy and make it conform with the statute. However, all other parts of this policy will remain in force and unaltered.
6. **Cooperation.** **You** must cooperate with **us** in performing all acts required by this policy.
7. **Inspection.** **We** are permitted but not obligated to inspect **your** property and operations. **Our** inspection or any resulting



- advice or report does not warrant that **your** property or operations are safe or healthful or are in compliance with any law, rule or regulation.
8. **Liberalization Clause.** Forms or endorsements may be revised during the policy period. If **we** adopt an endorsement which would broaden the coverage under this policy without additional premium during the policy period, the broadened coverage will immediately apply to this policy.
  9. **Non-Renewal Provisions - Refer to the Amendatory Farm/Ranch Endorsement.**
  10. **Policy Period - Renewal of Coverage.** Insurance begins and ends at 12:01 A.M. Standard Time at the location of the property described and on the dates shown in the Declarations. This policy may be continued for successive policy periods by payment of the required premium on or before the effective date of each renewal period. If the premium is not paid when due, this policy expires at the end of the last policy period for which the premium was paid. The premium for each policy period will be based on **our** current manuals.  
If this policy form or any endorsement attached is revised, **we** may substitute or add, at any anniversary date, forms or endorsements which are authorized for use on this policy in accordance with **our** manual rules in effect at the time. As to only the interest of a lienholder (or trustee), shown in the Declarations, this insurance will terminate only if **we** give such lienholder (or trustee) at least 10 days written notice of termination.  
If this policy replaces coverage in other policies terminating at 12:00 Noon Standard Time on the inception date of this policy, this policy will be effective at 12:00 Noon Standard Time instead of at 12:01 A.M. Standard Time.
  11. **Premiums.** The first named **insured** shown on the common Declarations is responsible for the payment of all premiums and will be the payee for any return premiums **we** pay.
  12. **Representations.**  
By accepting this policy, **you** agree:
    - a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations **you** made to **us**; and
  - c. **We** have issued this policy in reliance upon **your** representations.
13. **Subrogation.** An **insured** may waive in writing before a loss all rights of recovery against any person. If not waived, **we** may require an assignment of rights of recovery for a loss to the extent that payment is made by **us**.  
If an assignment is sought, an **insured** must sign and deliver all related papers and cooperate with **us**.  
Where prohibited by law, subrogation does not apply under Section II to Medical Expense Coverage or Damage to Property of Others.  
**Our** right to recover will apply only after **you** have been fully compensated for the loss.
  14. **Vacancy.** Permission is granted for any building insured by this policy, except as otherwise provided in this policy for certain specified perils, to be **vacant** for a period of up to 6 consecutive months. **We** will not pay for any loss that may occur in Section I, III or IV of this policy if the property is **vacant** or unoccupied beyond the six (6) consecutive months. It is a condition of this insurance that:
    - a. during a period of vacancy beyond 60 days the **limit** on each item scheduled and/or for coverage shown under Sections I, III and IV of this policy is reduced by one-third (1/3) for the next four (4) consecutive months;
    - b. the building(s) will be under the supervision and care of some competent person during the term of this contract, and doors and windows securely closed and locked, and all rubbish should be removed from the building(s); and
    - c. vacancy of the dwelling described in Section I constitutes the vacancy of the entire premises.
 Outbuildings which are in a seasonal state of vacancy due to normal farming operations will not be considered **vacant** and **our limit** will not be reduced under these provisions.  
(This condition does not apply to the peril of windstorm or hail).
  15. **Waiver or Change of Policy Provisions.** A provision of this policy is waived or changed only if **we** put it in writing. **Our** request for appraisal or examination does not waive **our** rights.

#### ADDITIONAL PROTECTION YOU MAY BUY

Each option **you** purchased applies only as indicated and identified in the Declarations.

All Conditions, Exclusions and Limitations of the policy, except where modified by the option purchased, remain unchanged.

#### OPTION 1 - EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE

**We** will cover direct loss caused by the perils of Earthquake or Volcanic Eruption to covered property described in Section I, III or IV as indicated in the Declaration pages of this policy. This Volcanic Eruption Coverage replaces any included peril for Volcanic Eruption.

##### Additional Conditions

1. One or more earthquake shocks that occur within a seventy-two hour period will constitute a single earthquake.
2. The following is the only deductible that applies to each loss caused by earthquake:

**We** will pay only that part of the loss over the percent (shown in the Declaration) of the total amount of insurance that applies. This deductible will apply separately to loss under Coverage A - Dwelling, Coverage B - Personal Property, Section III - Farm Personal Property Coverages and each building or structure under Section IV - Farm Outbuilding Coverages.

This deductible amount will not be less than \$250 in any one loss.

3. One or more volcanic eruptions that occur within a seventy-two hour period will constitute a single volcanic eruption.
4. The policy deductible applies to each loss caused by volcanic eruption.

##### Additional Exclusions

**We** do not cover loss resulting directly or indirectly from flood of any nature or tidal wave, whether caused by, resulting from, contributed to or aggravated by earthquake or volcanic eruption.

This coverage does not increase the **limits** stated in this policy.

#### OPTION 2 - EXTENDED COVERAGE ON JEWELRY, WATCHES AND FURS

Jewelry, watches, precious and semi-precious stones, gems and furs will be insured for risks of accidental direct physical loss or damage. The insurance provided by this coverage replaces that provided in Coverage B - Personal Property.

##### Limitations

**Our limit** for any covered loss will be \$1,000 on any one article; \$2,500 in the aggregate.

##### Exclusions



We do not cover loss or damage caused by mechanical or electrical breakdown, faulty manufacture, wear and tear, gradual deterioration, marring, scratching, rust, mold, wet or dry rot, insects, vermin, birds, rodents, domestic animals, or inherent vice.

#### Conditions

If any covered property consists of pairs or sets of several parts, we will only pay for the value of the individual part(s) lost or damaged. Any Section I deductible shown in the Declarations also applies to loss under this coverage.

#### OPTION 3 - CHILD CARE BY AN INSURED.

The Section II Coverages are extended to cover an insured who provides child care on the insured premises.

The definition of insured premises is amended to include that part of the premises occupied for child care.

Section II Exclusion 3. **Business** is amended to add:

- c. child care service regularly provided by an insured on the insured premises.

This coverage does not apply to:

- (1) **bodily injury** or **property damage** arising out of sexual molestation, corporal punishment or physical or mental abuse inflicted upon any person by or at the direction of an insured;
- (2) to **bodily injury** or **property damage** arising out of the entrustment, maintenance, use, loading or unloading of:
  - (a) saddle animals and vehicles for use with them;
  - (b) any type of aircraft;
  - (c) any type of motor vehicle or motorized land conveyance;
  - (d) watercraft; or
  - (e) an ice boat, airboat, air cushion or similar type of craft owned, operated, or hired by or for the insured or employer or used by the insured for the purpose of instruction in their use; or
- (3) **bodily injury** to any employee of an insured arising out of this child care business, other than to a domestic employee, while engaged in the course of employment by an insured.

#### OPTION 4 - EXTENDED WATERCRAFT LIABILITY AND MEDICAL EXPENSE COVERAGE.

The Section II Coverages are extended to cover the watercraft powered by outboard motor(s), owned by an insured and described on the Endorsement Schedule, and Exclusion 25a.(5) does not apply to such described watercraft.

#### OPTION 5 - OFFICE, SCHOOL OR STUDIO USE.

1. Section I: Coverage B - Personal Property is extended for up to an additional \$5000 to cover business personal property of this described incidental occupancy. This includes equipment, supplies, stock of merchandise in storage and furnishings usual to the described occupancy while such property is on the insured premises.

Any deductible shown in the Declarations also applies to loss under this coverage.

2. Section II: The insured premises will not be considered business property because an insured occupies a part of it as an incidental office, school or studio as described.

Section II Exclusion 3. **Business** is amended to add:

- a. business pursuits of an insured which are necessary or incidental to the use of the insured premises as the described office, school or studio as shown on the Endorsement Schedule. This insurance does not apply to **bodily injury** to any employee of an insured, other than

to a domestic employee, arising out of or in the course of employment by an insured or **bodily injury** to any pupil arising out of corporal punishment administered by or at the direction of the insured.

#### Additional Exclusion

This coverage does not apply to **bodily injury** or **property damage** arising out of sexual molestation, corporal punishment or physical or mental abuse inflicted upon any person by or at the direction of an insured.

#### OPTION 6 - BUSINESS PURSUITS.

The Section II Coverages are extended to cover the business pursuits of an insured who is a clerical office employee, salesman, collector, messenger or teacher as described on the Endorsement Schedule.

However, this coverage does not apply:

1. to **bodily injury** or **property damage** arising out of the business pursuits of an insured in connection with a business owned or financially controlled by such insured or by a partnership or joint venture or other organization of which such insured is a partner or member;
2. to **bodily injury** or **property damage** arising out of the rendering of, or failure to render professional services (other than teaching);
3. to **bodily injury** to a fellow employee of an insured injured in the course of employment;
4. when the insured is a member of the faculty or teaching staff of any school or college:
  - a. to **bodily injury** or **property damage** arising out of the entrustment, maintenance, use, loading or unloading of:
    - (1) saddle animals and vehicles for use with them;
    - (2) any type of aircraft;
    - (3) any type of motor vehicle or motorized land conveyance;
    - (4) watercraft; or
    - (5) an iceboat, airboat, air cushion or similar type craft owned, operated or hired by or for the insured or employer or used by the insured for the purpose of instruction in their use; or
  - b. to **bodily injury** to any pupil arising out of corporal punishment administered by or at the direction of an insured. This exclusion does not apply to Coverage E - Personal Liability, if liability for corporal punishment is also purchased.

#### OPTION 7 - ADDITIONAL PREMISES COVERAGE.

The Section II Coverages are extended to cover the one or two family dwelling(s) shown on the Endorsement Schedule. The definition of insured premises includes such premises.

**OPTION 8 - THEFT AND V&MM.** The Section III Coverages are extended to include the following perils:

1. Theft, including damage from attempted theft, and loss of property from a known place only when it is likely that a theft occurred.

#### Exclusions

This peril does not cover loss:

- a. if committed by an insured or employee;
- b. in or from a building while under construction or of the materials and supplies intended for such construction until completed and occupied;
- c. disclosed by inventory shortages;
- d. caused by wrongful conversion, embezzlement, or any other unauthorized or fraudulent appropriation or the assumption of the rights of ownership of your farm personal property by the person(s) who have been



- e. entrusted with the care or custody of that property;
  - f. caused by escape or mysterious disappearance;
  - g. from swindling, fraud, trick or false pretense; or
  - h. from the described premises caused by a tenant of any portion of the described premises or any of the tenant's employees or members of the tenant's household.
2. Vandalism and Malicious Mischief, meaning only willful or malicious damage to or destruction of property.

#### Exclusions

This peril does not cover:

- a. loss to property on the **insured premises** if the Section I Dwelling/Mobile Home has been **vacant** for more than 30 consecutive days immediately before the loss;
- b. loss caused by an **insured** or by any other person residing on the **insured premises**;
- c. injury or death of any **livestock** by shooting.

**OPTION 9 - OVERTURN OR COLLISION.** The Section III Coverages on farm personal property insured by this policy are extended to cover direct loss by the following perils:

- 1. Overturn or upset;
- 2. Collision with another object.

#### Additional Exclusions

This collision coverage does not include loss to any tire due to puncture, cut, gash, blowout, and ordinary tire trouble unless such loss occurs at the same time with an overturn, upset or collision. Stones, rocks, or other foreign matter entering the mechanism of farm equipment or vehicle will not be considered a collision.

#### Additional Conditions

- 1. Falling objects striking farm personal property will not be considered overturn or collision.
- 2. When this option applies, coverage for farm personal property insured under this policy, (other than farm machinery or vehicles) is limited to \$3,000 or any specific policy limit, whichever is less.
- 3. **We** will pay for the amount of loss or damage which exceeds \$50 with respect to each occurrence. This deductible is replaced by any higher deductible amount specified in the Declarations of this policy.

#### OPTION 10 - ADDITIONAL PERILS COVERAGE FOR LIVESTOCK

The Section III Coverages are extended to include loss to **livestock**, when over 30 days old, by the following additional perils:

- 1. Drowning;
- 2. Attack by dogs or wild animals (not including loss to sheep);
- 3. Collapse of building;
- 4. Shooting (except by the **insured**, members of the **insured's** household, employees of the **insured** or tenants of the described premises).
- 5. Loading/Unloading Accidents, meaning sudden, unforeseen and unintended events causing or necessitating death of covered **livestock** and occurring while they are being unloaded from or loaded onto vehicles used or to be used to transport them.

This coverage does not apply to any **livestock** not insured by Section III.

#### OPTION 12 - NAMED ADDITIONAL INSURED(S).

The definition of **insured** in this policy is amended to include the person or organization named in the Declarations as an additional **insured** with respect to:

- 1. Section I, III and IV; but only to buildings and farm personal property as their respective interest may appear;

- 2. Section II, but only with respect to the ownership, maintenance or use of the **insured premises** and operations necessary or incidental to the farming operation.

This coverage does not apply to **bodily injury** to any employee arising out of or in the course of their employment by the person or organization named in the Declarations as an additional **insured**.

The interest of the named additional **insured(s)** will be terminated only if **we** give such additional **insured** at least 10 days written notice of termination.

This option applies only with respect to the location shown in the Declarations.

#### OPTION 14 - PERSONAL PROPERTY REPLACEMENT COVERAGE.

**We** will pay the cost of repair or replacement of property listed below and owned by an **insured**, without deducting for depreciation. This coverage applies to:

- 1. carpeting;
- 2. household appliances;
- 3. Section I outdoor antennas; or
- 4. personal property insured under Section I Coverage B - Personal Property unless described below.

#### Additional Exclusions

This coverage does not apply to:

- a. **business** property and property of others, on or off the described premises;
- b. records, films, tapes or other magnetic recordings;
- c. paintings, etchings, pictures, tapestries, statuary, articles made of marble, bronzes, antiques, rare books and papers, porcelains, rare glassware or any other articles which because of their inherent nature, cannot be replaced with new articles;
- d. articles whose age or history contributes substantially to their value including, but not limited to, memorabilia, souvenirs and collectors items;
- e. property which because of age or condition has become obsolete or unusable for its originally intended purpose;
- f. farm personal property;
- g. land motor vehicles or land motor vehicle parts and equipment, whether assembled or unassembled.

#### Loss Value Determination

Condition 11, Loss Value Determination is replaced by the following: In the event of loss, **our limit** on any covered item will be determined by the following:

- a. **We** will pay, after the application of any deductible amount, the cost of repair or replacement but not exceeding the smallest of the following amounts:
  - (1) the amount actually spent for the replacement of an item with a similar item of like kind and quality at the time of the loss;
  - (2) the amount actually and necessarily spent by the **insured** for repairing or restoration;
  - (3) any policy limit which applies; or
  - (4) any applicable Section I Coverage B or a Supplementary Coverage limit.
- b. Settlement Limitations. If **you** decide not to replace the damaged property, settlement will be on an actual cash value basis, not to exceed the **limit** applying to the property. **You** may make a further claim within 180 days after the loss for any additional payment under Personal Property Replacement Coverage, provided actual repair or replacement is completed within one year of the date of loss.



**Special Provisions for American Family Mutual Insurance Company Policyholders**

**You** are a member of the American Family Mutual Insurance Company of Madison, Wisconsin, and are entitled to one vote either in person or by proxy at its meetings. The Annual Meetings are held at its Home Office in Madison, Wisconsin on the first Tuesday of March at 2:00 P.M. Notice printed in this policy shall be **your** notification of the time and place.

If any dividends are distributed, **you** will share in them according to law and under conditions set by the Board of Directors.

This policy is non-assessable. **You** are not subject to any assessment beyond the premiums **we** require for each policy period.

This policy is signed at Madison, Wisconsin, on **our** behalf by **our** President and Secretary. If it is required by law, it is countersigned on the Declarations by our authorized representative.



President



Secretary

**This is not a complete and valid contract without an accompanying Farm/Ranch Amendatory Endorsement and Declarations properly executed.**



**FARM/RANCH POLICY  
SPECIAL DELUXE  
FORM 5**

THIS POLICY IS NON-ASSESSABLE  
**AMERICAN FAMILY MUTUAL INSURANCE COMPANY**  
6000 AMERICAN PKWY  
MADISON, WISCONSIN 53783-0001  
A MUTUAL INSURANCE COMPANY

**FARM/RANCH POLICY  
SPECIAL DELUXE  
FORM 5**

**SECTION I - PERILS INSURED AGAINST  
(INCLUDES RESTRICTIONS AND ABRIDGMENTS)**

**COVERAGE A - DWELLING**

We cover risks of accidental direct physical loss to property described in Coverage A - Dwelling unless the loss is excluded elsewhere in this policy.

**DWELLING LOSSES NOT COVERED**

We do not cover loss to the property described in Coverage A - Dwelling resulting directly or indirectly from or caused by one or more of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss:

1. Losses excluded under Personal Coverages, Farm/Ranch Personal Property Coverages and Farm/Ranch Outbuilding Coverages - Exclusions.
2. **Collapse**, other than as provided under Personal Coverages, Farm/Ranch Personal Property Coverages and Farm/Ranch Outbuilding Coverages - Supplementary Coverages under Collapse.
3. **Continuous or Repeated Seepage** or leakage of water or steam from within a plumbing, heating, air conditioning or automatic fire protection sprinkler system or from within a household appliance which occurs over a period of weeks, months or years.
4. **Freezing** of a plumbing, heating, air conditioning or automatic fire protection sprinkler system or household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing while the dwelling is **vacant**, unoccupied or under construction, unless **you** have taken precaution to:
  - a. maintain heat in the dwelling; or
  - b. shut off the water supply and drain the system and appliances of water.
5. **Freezing, Thawing, Pressure or Weight of Water or Ice**, whether driven by wind or not, to:
  - a. a fence, pavement, patio, foundation, retaining wall, bulkhead, pier, wharf or dock; or
  - b. an outdoor swimming pool, outdoor sauna, outdoor whirlpool or hot tub, including filters, pipes, pumps and other related equipment.
6. **Other Perils:**
  - a. wear and tear, marring, scratching, deterioration;
  - b. inherent vice, latent or inherent defect, mechanical breakdown or failure;
  - c. smog, rust, corrosion, frost, condensation, mold, wet or dry rot;
  - d. smoke from agricultural smudging or industrial operations;
  - e. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings;

f. birds, vermin, rodents, insects or domestic animals.

If any of these cause water or steam to escape from a plumbing, heating, air conditioning or automatic fire protection sprinkler system or household appliance, **we** cover loss caused by the water or steam. **We** also cover the cost of tearing out and replacing any part of the dwelling necessary to repair the system or appliance.

**We** do not cover loss to the system or appliance from which this water or steam escaped.

7. **Theft** in or from a dwelling under construction, or of materials and supplies for use in the construction, until the dwelling is completed and occupied.
8. **Vandalism and Malicious Mischief** or breakage of glass or safety glazing if the dwelling has been **vacant** for more than 30 consecutive days immediately before the loss. **We** do not cover loss caused by an **insured** or any other person regularly residing on the **insured premises**.

**We** do cover any ensuing loss from items 2. through 8. above, not otherwise excluded or excepted in this policy.

**COVERAGE B - PERSONAL PROPERTY**

**We** cover risks of accidental direct physical loss to property described in Coverage B - Personal Property when caused by a peril listed below, unless the loss is excluded elsewhere in this policy.

1. **Fire or Lightning.**
2. **Windstorm or Hail.** **We** do not cover loss to:
  - a. the property inside a structure caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the structure causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening; or
  - b. any type of watercraft, including their trailers, equipment and accessories, and outboard motors, unless inside a fully enclosed building.
3. **Explosion.**
4. **Riot or Civil Commotion.**
5. **Aircraft**, including self-propelled missiles and spacecraft.
6. **Vehicles.**
7. **Smoke**, if the loss is sudden and accidental. **We** do not cover loss caused by smoke from agricultural smudging or industrial operations.
8. **Vandalism and Malicious Mischief**, meaning only willful or malicious damage or destruction of property. **We** do not cover loss:
  - a. to the property on the **insured premises** if the dwelling has been **vacant** for more than 30 consecutive days immediately before the loss; or
  - b. caused by an **insured** or any other person regularly residing on the **insured premises**.

A dwelling under construction is not considered **vacant**.



9. **Theft**, including damage from attempted theft and loss of property from a known place only when there is substantial evidence that a theft occurred.

**We do not cover:**

- theft committed by an **insured** or any other person regularly residing on the **insured premises**;
- theft in or from a dwelling under construction or of materials and supplies for use in the construction until the dwelling is completed and occupied;
- loss to a precious or semi-precious stone from its setting;
- theft from that part of the **insured premises** while rented by **you** to other than an **insured**;
- theft from premises which are **vacant** for more than 30 consecutive days immediately before the loss;
- loss of personal property obtained voluntarily from any **insured** by swindling, fraud, trick or false pretense; or
- loss resulting from the theft of any **credit/debit card** or similar device except as provided under Personal Coverages, Farm/Ranch Personal Property Coverages and Farm/Ranch Outbuilding Coverages - Supplementary Coverages.

**We do not cover theft occurring away from the insured premises of:**

- any type of watercraft, including their trailers, equipment and accessories, and outboard motors;
  - trailers, campers and camper bodies; or
  - other property while on the part of any other residential type premises owned, rented, used or occupied by any **insured**, except while an **insured** is living there temporarily. Property of a student, who is an **insured**, is covered while at a residence occupied by the student while away at school.
10. **Breakage of Glass or Safety Glazing** meaning damage to personal property caused by breakage of glass or safety glazing which is part of any building on the **insured premises**, but excluding loss or damage to the glass or safety glazing itself.
- We do not cover loss if the dwelling has been vacant for more than 30 consecutive days immediately before the loss.**
11. **Falling Objects.** **We** do not cover loss to:
- personal property inside a dwelling or structure, unless the falling object first damages the outside of the building;
  - outdoor equipment and yard fixtures not permanently installed; or
  - the object which falls.
12. **Weight of Ice, Snow or Sleet.** **We** do not cover loss to property outside of a building.

#### SECTIONS I, III AND IV - ADDITIONAL SUPPLEMENTAL COVERAGES (INCLUDES RESTRICTIONS AND ABRIDGMENTS)

##### 20. **Increased Dwelling Replacement Coverage.**

**We** will settle covered losses to the dwelling under Coverage A - Dwelling at replacement cost without regard to the **limit**. **You** must notify us within 90 days of the start of any new addition to or remodeling of the dwelling which increases its replacement cost value by \$5,000 or more. **You** must pay any additional premium due for the increase in value. If **you** fail to notify us within 90 days, our payment will not exceed the **limit** applying to the dwelling.

13. **Sudden and Accidental Tearing Apart, Burning, Bursting or Bulging** of a heating, air conditioning or automatic fire protection sprinkler system or a water heater.

**We do not cover loss:**

- caused by continuous or repeated seepage or leakage which occurs over a period of weeks, months or years; or
  - caused by or resulting from freezing.
14. **Accidental Discharge or Overflow of Water or Steam** from a plumbing, heating, air conditioning or automatic fire protection sprinkler system or household appliance. (Gutters and downspouts are not part of a plumbing system).
- We do not cover loss:**
- caused by continuous or repeated seepage or leakage which occurs over a period of weeks, months or years;
  - caused by a resulting from freezing;
  - on the **insured premises** caused by accidental discharge or overflow which occurs away from the **insured premises**;
  - to the system or appliance from which the water or steam escaped;
  - caused by or resulting from water which backs up through sewers or drains or water which enters into and overflows or accidentally discharges from within a sump pump, sump pump well, sump pump well discharge system or other type system designed to remove subsurface water which is drained from the foundation area.
15. **Freezing** of a plumbing, heating, air conditioning or automatic fire protection sprinkler system or household appliance.
- We do not cover loss on the insured premises while the dwelling is vacant, unoccupied or under construction. This exclusion does not apply if you have taken the precaution to:**
- maintain heat in the dwelling; or
  - shut off the water supply and drain the system and appliances of water.
16. **Sudden and Accidental Damage from Artificially Generated Electrical Currents.**
17. **Volcanic Eruption** other than loss caused by earthquake, land shock waves or tremors.

**We** will also pay for the cost to remove the ash, dust or particulate matter which has caused direct loss to property inside a dwelling.

All eruptions that occur within a 168-hour period will be considered as one volcanic eruption.

**Replacement Cost: Coverage A - Dwelling.** Condition 12, Loss Value Determination is replaced by the following:

- Loss to covered dwelling(s) will be settled by one of the following methods:
  - (1) If the amount of insurance in this policy on the damaged dwelling is 80% or more of the full replacement cost of the dwelling at the time of loss



**we** will pay, after the application of any deductible amount, the full cost of repair or replacement without deducting for depreciation, but not exceeding the smallest of the following amounts:

- (a) the cost to replace the damaged dwelling with like construction for similar use on the same premises;
  - (b) the amount actually spent for necessary repair or replacement of the damaged dwelling; or
  - (c) 120 percent of the Coverage A limit.
- (2) If the amount of insurance in this policy on the damaged dwelling is less than 80% of the full replacement cost of the dwelling at the time of loss **we** will pay, after the application of any deductible amount, the larger of the following amounts, but not exceeding the **limit** under this policy applying to the dwelling:
- (a) the actual cash value of that part of the dwelling damaged; or
  - (b) the amount of insurance on the dwelling divided by 80% of its full replacement cost times the amount of the loss.
- (3) To determine the full replacement cost of the covered dwelling at the time of the loss:
- (a) where there is a basement, do not include the value of excavations, foundations, piers and other supports which are below any basement floor nor underground pipes, wiring and drains; or
  - (b) where there is no basement, do not include the value of underground piers or other supports nor underground pipes, wiring and drains.
- b. **Settlement Limitations Dwellings.** If **you** decide not to repair or replace the damaged dwelling, settlement will be on an actual cash value basis, not to exceed the **limit** applying to the dwelling. **You** may make a further claim within 180 days after the loss for any additional payment under Replacement Cost Coverage, provided actual repair or replacement is completed within one year of the date of loss.
21. **Inflation Protection Coverage.** **We** will increase the **limit** for Section I Coverage A - Dwelling, and Coverage B - Personal Property at the same rate as the increase in the Building Construction Cost Index. This index is identified in **your** latest Declaration pages. To determine the amount of insurance on a given date, divide the latest available index by the index level shown in **your** latest Declaration pages. Multiply the resulting factor by the **limits** for Coverages A and B. At each renewal, **we** will correct the amount of coverages A and B to the nearest \$100.00\* in accordance with the changes in the Building Construction Cost Index. (For rounding, \$50.00 or more is raised to one hundred dollars, \$49.99 or less is discarded). **We** will adjust the renewal premium accordingly. **We** will not reduce the **limits** to less than those previously specified without **your** consent.

\*When the rounded amount for Coverage B does not equal the minimum required, the Coverage B amount will then be rounded up to the next \$100.00.

22. **Lock Replacement Coverage.** **We** will pay the smaller of the cost for the necessary replacement of locks or the re-keying of locks when the dwelling door keys are stolen in a covered theft loss.

No deductible applies to this coverage.

23. **Refrigerated Food Products.** **We** will pay for loss to food products in freezer or refrigerator units in the Coverage A - Dwelling, but not to exceed \$500 per loss to each freezer or refrigerator, when caused by power interruption or mechanical failure.

Power interruption or mechanical failure does not include:

- a. removal of the plug from an electrical outlet; or
- b. turning off an electrical switch unless caused by a peril insured against.

This coverage does not increase the **limit** applying to the damaged property.

No deductible applies to this coverage.

The Power Failure exclusion does not apply to this coverage.

#### SECTION I, III AND IV - CONDITIONS

The following condition is added:

**Estimated Replacement Cost.** Our residential building cost guide may be used to develop an estimated replacement cost based on general information about **your** dwelling. It is developed from researched costs of construction materials and labor rates. This is the minimum amount for which to insure **your** dwelling. The actual cost to replace **your** dwelling may be different. **We** do not guarantee that this figure will represent the actual cost to replace **your** dwelling. **You** are responsible for selecting the appropriate amount of coverage. **You** may wish to obtain a detailed replacement cost appraisal or estimate from a contractor. **You** may select a coverage amount equal to that appraised value or that cost of construction, if the amount is greater than the replacement cost as estimated by **our** residential building cost guide, and **we** agree to that amount.

#### SECTION II - SUPPLEMENTARY COVERAGES

The coverage **limit** for Damage to Property of Others is amended to read \$1,000.

#### ADDITIONAL PROTECTION

The following options are activated to provide:

**Option 2 - EXTENDED COVERAGE ON JEWELRY, WATCHES AND FURS**

**Option 14 - PERSONAL PROPERTY REPLACEMENT COVERAGE**



## OREGON AMENDATORY FARM/RANCH ENDORSEMENT

This endorsement makes changes in **your** policy. Some changes are required by statute or by **your** State Insurance Department. Please read them carefully. All other terms, agreements, conditions and provisions continue to apply.

The phrase "(INCLUDES RESTRICTIONS AND ABRIDGMENTS)" is added to the following headings located throughout the policy:

### DEFINITIONS

#### SECTION I – PROPERTY COVERAGES

#### SECTION I – PERILS INSURED AGAINST

#### SECTIONS I, III AND IV – SUPPLEMENTARY COVERAGES

#### SECTIONS I, III AND IV – CONDITIONS

#### SECTION II – LIABILITY AND MEDICAL EXPENSES

#### SECTION II – DEFINITIONS

#### SECTION II – DESCRIPTION OF LIABILITY AND MEDICAL EXPENSE COVERAGES

#### SECTION II – SUPPLEMENTARY COVERAGES

#### SECTION II – CONDITIONS

#### SECTION III – FARM PERSONAL PROPERTY COVERAGES

#### SECTION III – PERILS INSURED AGAINST

#### SECTION IV – FARM OUTBUILDING COVERAGES

#### SECTION IV – PERILS INSURED AGAINST

#### GENERAL CONDITIONS

#### ADDITIONAL PROTECTION YOU MAY BUY

### GENERAL DEFINITIONS

The following definition is added:

**Spouse** means **your** spouse or an individual who is in a domestic partnership recognized under Oregon law.

### GENERAL DEFINITIONS

Definition 7. **Pollutants** is deleted and replaced by the following:

7. **Pollutants** means any solid, liquid, gas or thermal irritant or contaminant in any man-made or natural form.

This includes, but is not limited to:

- a. lead, radon, asbestos, formaldehyde or petroleum based fuels;
- b. any substance any government agency lists as a controlled chemical or hazardous substance;
- c. electrical or magnetic emissions, whether visible or invisible, and sound emissions; or
- d. animal excretion or decomposition, including the resulting effects of either of these.

It also includes smoke, vapor, fumes, alkalis, chemicals, garbage, refuse and waste.

### SECTIONS I, III AND IV – DEFINITIONS

The following is added to the definition of **Livestock**:

**Livestock** also includes any other types of animals when listed under Scheduled Farm Personal Property.

### SECTIONS I, III AND IV – DEFINITIONS

The following is added to the definition of **Livestock**:

**Livestock** also includes any other types of animals when listed under Scheduled Farm Personal Property.

### SECTIONS I, III AND IV – SUPPLEMENTARY COVERAGES

18. **Pollutant Cleanup and Removal.** We will pay up to \$10,000 to cover **your** expenses to extract **pollutants**, or covered property which becomes a **pollutant**, from land, water, insured buildings or other structures, or **your** personal property. Such loss must be caused by or result from a covered cause of loss under Section I, III or IV of this policy, and must occur, during the policy period:

- a. on the **insured premises**; or
- b. away from the **insured premises**, but only while **you** are transporting such **pollutants** by a vehicle, not subject to motor vehicle registration, including attached machinery or equipment, maintained for use solely on premises **you** own or rent or the ways and means immediately adjoining.

The Sections I, III & IV exclusion for **pollution** does not apply to this coverage.

This coverage is additional insurance.

### SECTIONS I, III AND IV – EXCLUSIONS

The following exclusion is added:

**Pollution**, meaning any actual, alleged or threatened discharge, dispersal, release, escape, seepage, trespass, wrongful entry, transfer, migration or absorption of **pollutants** from any source.



**SECTIONS I, III AND IV – CONDITIONS**

Condition 3. **Arbitration** is deleted and replaced by the following:

**Appraisal.** If **you** and **we** disagree on the amount of loss, both parties may agree to an appraisal of the loss and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. pay its chosen appraiser; and
- b. bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, **we** will still retain **our** right to deny the claim.

Condition 19. **Suit Against Us** is amended by substituting the words "two years" for the words "one year."

Condition 20. **What You Must Do In Case of Loss** is amended by substituting the words "90 days" for the words "60 days" in paragraph 20.e.

**SECTION II – DEFINITIONS**

The following is added to definition 12. **Property Damage:**

**Property Damage** does not include any loss to property, products or assets which results from the transmission of any disease, bacteria, parasite, virus or other organism.

The following definition is added:

**Milk Contamination** means **property damage** to the contents of any milk tank **you** do not own, which are damaged or made unfit for use, as the result of the introduction of **your product** into such tank.

**SECTION II – CONDITIONS**

Item 6. **Other Insurance** is deleted and replaced by the following:

6. **Other Insurance.** Insurance under Section II, except Coverage F – Medical Expense to the Public and Coverage H – Medical Expense for Farm Employees, is excess over any other valid and collectible insurance or indemnity available to the **insured**. However, the **limits** of this policy apply first when the other insurance is Umbrella coverage written as excess and which shows this policy as underlying insurance.

The following condition is added:

**Loss Deductible.** **We** will pay only that part of a covered **Milk Contamination** loss which exceeds \$1,000 in anyone **occurrence**.

**SECTION III – FARM PERSONAL PROPERTY COVERAGES – BLANKET FARM PERSONAL PROPERTY**

The following is added to item 2.a. **Coinsurance Clause:**

In the event that any loss exceeds ten percent (10%) of the Blanket Farm Personal Property **limit**, **we** may demand an inventory of all undamaged farm personal property to determine compliance with this policy provision. **We** will not include the value of any standing crops in the determination of compliance with this provision.

**SECTION III – ADDITIONAL EXCLUSIONS – BLANKET AND SCHEDULED**

The following items are added:

- j. for loss to **livestock** from repeated or continuous exposure to low voltage, commonly called stray voltage.
- k. for **livestock** injured or killed by disease, regardless of how acquired.
- l. for loss to property while it is being used for **business** purposes or while en route to or from any **business** activity.

**GENERAL CONDITIONS**

General Condition 3. **Cancellation** is added:

**1. Cancellation.**

- a. The first named **insured** shown on the common Declarations may cancel this policy at any time by returning it to **us** and advising **us** of the current or future date when **you** want to have it canceled.
- b. **We** may cancel this policy by notifying the first named **insured** shown on the common Declarations in writing of the date cancellation takes effect. This cancellation notice may be delivered to **you** at **your** mailing address shown in the Declarations.

A post office certificate of mailing will be conclusive proof that the first named **insured** received the notice on the third calendar day after the date of the certificate of mailing.

Cancellation by **us** may only be for the following reasons:

- (1) When **you** have not paid the premium, whether payable to **us** or **our** agent or under any finance or credit plan, **we** may cancel at any time by notifying the first named **insured** shown on the common Declarations at least 10 working days before the date cancellation takes effect.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with **us**, **we** may cancel for any reason by notifying the first named **insured** shown on the common Declarations at least 10 working days before the date cancellation takes effect.



- (3) When this policy has been in effect 60 days or more, or at any time if it is a renewal with **us**, **we** may cancel only for one or more of the following reasons:
- (a) fraud or material misrepresentation by **you** or with **your** knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
  - (b) substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation, or court decision;
  - (c) substantial breach of contractual duties, conditions or warranties;
  - (d) determination by the commissioner that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize **our** solvency or will place **us** in violation of the insurance laws of Oregon or any other state; or
  - (e) loss or decrease in reinsurance covering the risk.

This can be done by letting **you** know at least 30 days before cancellation takes effect.

**Our** notice to **you** will specify the reason(s) for cancellation.

- c. If any return premium due **you** is not returned with the notice of cancellation, it will be refunded within a reasonable time after the date cancellation takes effect.

General Condition 4. **Concealment or Fraud** is deleted and replaced by the following:

**4. Concealment or Fraud.**

- a. This entire policy is void if, before or after a loss, any **insured** has:
  - (1) intentionally concealed or misrepresented any material fact or circumstance;
  - (2) engaged in fraudulent conduct; or
  - (3) made false statements relating to this insurance.
- b. All statements made by or on behalf of the **insured**, in the absence of fraud, shall be deemed representations and not warranties. No such statements that arise from an error in the application shall be used in defense of a claim under the policy unless:
  - (1) the statements are contained in a written application; and
  - (2) a copy of the application is endorsed upon or attached to the policy when issued.

**We** will not use any such representation(s) in defense of a claim under the policy unless the representation(s) are material and that **we** relied upon them in issuing the policy.

General Condition 9. **Non-Renewal** is added:

9. **Non-Renewal.** **We** may elect not to renew this policy by mailing or delivering to the first **named insured**, at the last mailing address known to **us**, written notice of non-renewal at least 45 days before the expiration date of this policy. A post office certificate of mailing will be conclusive proof that the first **named insured** received the notice on the third calendar day after the date of the certificate of mailing.

The following condition is added:

In this policy, or in any endorsements or amendments attached thereto, any exclusion, limitation or other provision relating to **pollutants** applies even though the **pollutant** may have a function in your farming operations, at any **insured premises**, or other site or location.

All other terms remain unchanged.



**PREMISES YOU OWN, RENT OR OCCUPY COVERED BY THIS POLICY ENDORSEMENT**  
**Keep With Policy**

This endorsement modifies such insurance as is afforded by this policy and replaces any Premises You Own, Rent or Occupy Covered By This Policy Endorsement previously a part of this policy.

The Section II Coverages are extended to cover the premise(s) shown on the attached Endorsement Schedule.

All other terms, agreements, conditions, and provisions remain unchanged.

**AMERICAN FAMILY MUTUAL INSURANCE COMPANY**  
**MADISON, WISCONSIN**



**WAR LIABILITY EXCLUSION**

This endorsement changes your policy. Please read it carefully.

**Section II - Exclusions**

Exclusion 24. **War** is deleted and replaced by the following:

24. **War.** We do not cover any **bodily injury** or **property damage**, however caused, arising directly or indirectly out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

All other terms, agreements, conditions, and provisions remain unchanged.

**AMERICAN FAMILY MUTUAL INSURANCE COMPANY**  
**MADISON, WISCONSIN**

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Stock No. 23132



**PROPERTY DAMAGE LIABILITY FOR CHEMICAL OVERSPRAY (LIMITED COVERAGE) ENDORSEMENT****Keep With Policy**

This endorsement modifies such insurance as is afforded by this policy. It also replaces any Property Damage Liability For Chemical Overspray (Limited Coverage) Endorsement which may have been a part of this policy.

For an added cost, Section II, Coverage D - Farm Liability and Coverage E - Personal Liability are extended to cover **property damage** to live plant growth which is a result of **sudden** and **accidental** above ground contact with chemicals which are sprayed or broadcast above-ground, by an insured, and which result in known, actual damages within one year of that use.

**Additional Definitions**

1. **Sudden** means that which is brought about instantly or abruptly.
2. **Accidental** means that which is not expected or intended by the **insured**.

**Additional Exclusion**

We do not cover such **property damage** to land, ground, water, resources which are below ground, and crops, except as shown above.

**Additional Condition**

**Aggregate Limit** - The total limit for which **we** will be liable in each 12 month policy period will not exceed the **limit** shown on the Endorsement Schedule regardless of the number of:

1. **occurrences**;
2. **insureds**;
3. claims made or **suits** brought; or
4. persons or organizations making claims or bringing **suits**.

**Special Provision**

The premium for this endorsement is earned when the endorsement is issued.

North Dakota Exception: The premium is not subject to a pro rata adjustment unless the entire policy is cancelled.

All other terms remain unchanged.



## COMPUTER RELATED PROBLEM EXCLUSION

This endorsement modifies such insurance as is afforded by this policy and replaces any Computer Related Problem Exclusion previously a part of this policy.

### Sections I, III and IV - Exclusions

The following exclusion is added:

**We will not pay for:**

- a. loss or damage to any property, or loss of use of any property caused directly or indirectly by the failure, malfunction or inadequacy of any computer hardware, computer software, computer operating systems, computer networks, microprocessors (computer chips) or any other computerized equipment, or any other products or services that directly or indirectly rely upon, in any manner, any of the items listed above, due to the inability of those products or services to correctly recognize, distinguish, interpret, accept or process one or more dates or times;
- b. advice, consultation, design, evaluation, inspection, installation, maintenance or repair done by or for **you** to determine, rectify or test any potential or actual failure, malfunction or inadequacy described in a. above;
- c. repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies of features of logic or operation.

### Section II - Exclusions

The following exclusion is added:

**We will not pay for bodily injury or property damage** which results, directly or indirectly, from:

- a. any actual or alleged failure, malfunction or inadequacy of any computer hardware, computer software, computer operating systems, computer networks, microprocessors (computer chips) or any other computerized equipment, or any other products or services that directly or indirectly rely upon, in any manner, any of the items listed above, due to the inability of those products or services to correctly recognize, distinguish, interpret, accept or process one or more dates or times;
- b. advice, consultation, design, evaluation, inspection, installation, maintenance or repair done by or for **you** to determine, rectify or test any potential or actual failure, malfunction or inadequacy described in a. above;
- c. repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.

**We do cover** any ensuing loss from this exclusion unless the loss is otherwise excluded or excepted in this policy.

All other terms remain unchanged.



This endorsement changes the policy  
- PLEASE READ THIS CAREFULLY -

### APPEARANCE LOSS TO STRUCTURES CAUSED BY HAIL

The conditions identified in this endorsement apply only to buildings or structures insured under **Section IV-Farm Outbuilding Coverages**, including additions, built-in components and fixtures. The only buildings or structures affected by these conditions are those which have exterior surfaces consisting of metal clad roofing and/or metal clad siding material.

#### Additional Definition

As used in this endorsement only, the following definition is added;

**Appearance loss** means damage that alters the physical appearance of the building but does not result in the penetration of rain, water, snow or sleet into the building and does not result in the failure of the building to perform its intended function of keeping out weather elements.

**Diminution of value** means the actual or perceived loss in market or resale value which results from a direct or accidental loss.

**Metal Clad Roof and Metal Clad Siding** means:

1. Metal roofing and siding material exposed to the weather
2. The underlayment applied for moisture protection
3. Flashing required in the replacement of a **metal clad roof** or **metal clad siding**
4. Roof vents, metal chimneys, sky lights, gutters, corner posts, metal doors, metal window flashing and sashes.

#### Additional Exclusions

**Appearance loss limitation for metal clad roof and metal clad siding coverings.**

This limitation applies only to buildings or structures described on the declaration.

#### Loss Payment:

When an appearance loss occurs; we will settle the loss on an actual cash value basis for the following:

- a. We will pay up to 10% of the actual cash value of the damaged area on the insured building but not to exceed 10% of the building limit shown on the declaration page.
- b. The **Section IV Farm Outbuilding Coverage** deductible will be applied to the loss.
- c. If the damaged building has the **Farm Outbuilding Replacement Cost Coverage Endorsement** assigned to it, you will receive up to 10% payment for the actual cash value of the damaged area of the insured building. Payment will not to exceed 10% of the building limit shown on the declaration page less **Section IV** deductible.

The **Farm Outbuilding Replacement Cost** provision of the endorsement will apply when you make further claim within 180 days after the loss for any additional payment under the **Replacement Cost** provisions, provided actual repair or replacement is completed within one year of the date of loss.

However, this limitation does not apply if hail damage to such building(s) results in damage that will allow the penetration of rain, water, sleet or snow through the exterior of the building(s) **metal clad roof** and/or **metal clad siding** that results in failure of that building to perform its intended function, to keep out weather elements.

- d. We will not pay for loss to your section IV farm outbuilding due to diminution of value, whether the covered structure was unrepaired, repaired, replaced or rebuilt.

All other terms remain unchanged.











**SWORN STATEMENT OF LOSS**  
**American Family Mutual Insurance Company**  
**Madison, Wisconsin**

This information is provided for your convenience. If it is incorrect, please correct it.

Insured:	Policy No.:	Claim No.:
Harley Wilson and Dani Jo Wilson	36P82712-01	00-225-086160-6134

**READ:** The completion of a SWORN STATEMENT IN PROOF OF LOSS is required by YOUR insurance policy. Failure to submit this document may result in the denial of YOUR claim. The information which YOU provide, including the additional documentation material, will be used by US in processing YOUR claim. If additional documentation of YOUR claim is required by US, or deemed necessary by YOU, such documentation or material is considered to be part of this SWORN STATEMENT IN PROOF OF LOSS.

COMPLETE THESE QUESTIONS: Further explanations are on the second page of this form.

1. Loss or damage occurred on	
Date: <u>July 31, 2014</u>	Time: <u>7:30</u> <input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.
2. What caused the loss or damage?	If FIRE caused the loss, what was the origin of the fire?
<u>Fire</u>	<u>Unknown</u>
3. At the time of loss, who occupied the building(s)?	At the time of loss, what were the building(s) used for?
<u>Harley Wilson and Jaecie Lopez</u>	<u>Metal art; metal fabrication; and storage</u>
4. What is your interest in the property claimed?	
(A) Building(s) <u>deed states "joint tenancy" but likely tenants-in-common under Oregon law</u>	
(B) Contents/Personal Property? <u>Insured is Sole Owner</u>	
5. Does any other person(s), company or organization have an ownership interest in the:	
(A) Building(s) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, explain <u>Jaecie Lopez is a co-owner</u>
(B) Contents/Personal Property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, explain
6. Is there a mortgage or other encumbrance on any property claimed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, who holds that mortgage or encumbrance?	
7. Does any other insurance apply to this loss and will a claim be made under that insurance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, explain	
8. Prior to the loss was there any change in your interest, use or occupancy of the:	
(A) Building(s) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, explain <u>Purchased December 2012</u>
(B) Contents/Personal Property? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, explain <u>Many items purchased/obtained since August of 2008</u>

**THE AMOUNT OF LOSS CLAIMED:**

Building(s)	Contents/Personal Property	Loss of Use	Other-Explain
<u>\$ No Coverage</u>	<u>\$ \$181,841.18</u>	<u>\$ None</u>	<u>\$ None</u>

**READ CAREFULLY: I SWEAR THAT:**

- (1) NEITHER I NOR ANY OTHER PERSON ON MY BEHALF, AT MY DIRECTION, OR WITH MY KNOWLEDGE HAS INTENTIONALLY CAUSED THIS LOSS.
- (2) I HAVE NOT MADE CLAIM FOR ANY PROPERTY NOT DAMAGED BY THIS LOSS; limited to present proof of loss as above.
- (3) I HAVE NOT ATTEMPTED TO NOR HAVE I DECEIVED OR DEFRAUDED AMERICAN FAMILY MUTUAL INSURANCE COMPANY.

I swear that I have read and completed the above Sworn Statement In Proof Of Loss, including any attachments, and that the information given by me is true and correct as of the date hereof.

**CAUTION: FURNISHING FALSE INFORMATION MAY RESULT IN DENIAL OF YOUR CLAIM.**

State of	Signature-Insured 1
<u>Oregon</u>	<u>Harley W Wilson 4-2-15</u>
County of	Signature-Insured 2
<u>Malheur</u>	<u>Dani Jo Wilson 4-2-15</u>
Subscribed and sworn to before me this <u>2nd</u> day of <u>April</u> , 2015.	
My commission expires: <u>8-21-19</u>	Notary Public

**EXHIBIT "2"**





Manufacturer	Description	Serial Number	Age Years	No	Original Cost Each	Purchased From	Payment Method	Current New Cost Each	Total Current New Cost	Actual Cash Value Each	Total Actual Cash Value
Aaladin	diesel pressure washer		10	1	\$500.00	Auction	cash	\$4,200.00	\$4,200.00	\$3,300.00	\$3,300.00
Briggs & Stratton	7 hp 5300 watt generator		6	1	\$650.00	Sears	cash	\$755.00	\$755.00	\$650.00	\$650.00
Carhart	jacket		2	2	\$125.00	D & B Supply	cash	\$125.00	\$250.00	\$80.00	\$160.00
Dewalt	gas pressure washer	dxpw38351	2	1	\$950.00	Home Depot	cash	\$750.00	\$750.00	\$525.00	\$525.00
Dewalt	hammer drill	d25602k	2	1	\$350.00	pawn shop	cash	\$377.99	\$377.99	\$300.00	\$300.00
Dewalt	18 volt drill and impact gun		4	2	\$299.00	Home Depot	cash	\$300.00	\$600.00	\$175.00	\$350.00
Dewalt	12 volt drill and impact gun		6	1	\$200.00	Home Depot	cash	\$100.00	\$100.00	\$50.00	\$50.00
Dewalt	palm sander		2	1	\$50.00	Idaho Tool	cash	\$50.00	\$50.00	\$20.00	\$20.00
Dewalt	1/2 inch electric impact wrench		5	1	\$150.00	Idaho Tool	cash	\$180.00	\$180.00	\$115.00	\$115.00
Dewalt	sliding compound miter saw	dw708	8	1	\$600.00	D & B Supply	cash	\$600.00	\$600.00	\$325.00	\$325.00
Emachine	Emachine computer	13586-51w	2	1	\$400.00	Walmart	cash	\$400.00	\$400.00	\$50.00	\$50.00
Gardensun	patio heater	hss-a-ss	3	1	\$300.00	Home Depot	debit	\$250.00	\$250.00	\$200.00	\$200.00
Page Total:									\$8,087.99	\$5,790.00	\$6,045.00



Manufacturer	Description	Serial Number	Age Years	No	Original Cost Each	Purchased From	Payment Method	Current New Cost Each	Total Current New Cost	Actual Cash Value Each	Total Actual Cash Value
Harbor Freight	sump pump		3	1	\$150.00	Harbor Freight	cash	\$150.00	\$150.00	\$80.00	\$80.00
HP	HP laptop	15	0	1	\$479.00	Best Buy	cash	\$479.00	\$479.00	\$150.00	\$150.00
Husky	tool chest		1	1	\$350.00	gift from wife	cash	\$350.00	\$350.00	\$265.00	\$265.00
Makita	12 volt drill and impact gun		2	1	\$140.00	Home Depot	cash	\$140.00	\$140.00	\$90.00	\$90.00
Milwaukee	18 volt drill and impact gun		0	1	\$0.00	gift from wife	cash	\$289.00	\$289.00	\$170.00	\$170.00
Milwaukee	12 volt drill and impact gun		1	1	\$0.00	gift from mother-in-law	cash	\$125.00	\$125.00	\$85.00	\$85.00
Milwaukee	radio		2	1	\$125.00	Home Depot	cash	\$125.00	\$125.00	\$80.00	\$80.00
Milwaukee	18 volt sawsall		1	1	\$125.00	Home Depot	cash	\$125.00	\$125.00	\$85.00	\$85.00
Milwaukee	electric sawsall		1	1	\$149.00	Idaho Tool	cash	\$149.00	\$149.00	\$95.00	\$95.00
Milwaukee	hand truck	boss hoss	5	1	\$346.00	handtrucks.com	cash	\$346.00	\$346.00	\$250.00	\$250.00
Quikshade	10'x10' awning		2	3	\$125.00	Bi-mart	cash	\$125.00	\$375.00	\$75.00	\$225.00
Rolair Compressor	pancake type portable		10	1	\$150.00	pawn shop	cash	\$350.00	\$350.00	\$225.00	\$225.00
Page Total:								\$2,753.00	\$3,003.00	\$1,650.00	\$1,800.00



Manufacturer	Description	Serial Number	Age Years	No.	Original Cost Each	Purchased From	Payment Method	Current New Cost Each	Total Current New Cost	Actual Cash Value Each	Total Actual Cash Value
S&K	3/4 inch socket set		20	1	\$0.00	gift from grandfather	cash	\$250.00	\$250.00	\$200.00	\$200.00
Electrical Wire	2 500 foot roll		1	2	\$295.00	Home Depot	cash	\$295.00	\$590.00	\$200.00	\$400.00
Solderless Connectors	organizer with solderless connectors at least 1500 various connectors		5	1	\$50.00	Auction	cash	\$200.00	\$200.00	\$125.00	\$125.00
Torpedo Heaters	propane heater		8	2	\$150.00	Auction	cash	\$250.00	\$500.00	\$170.00	\$340.00
Senco	Senco framing gun		9	2	\$225.00	Franklin Building Supply	cash	\$312.50	\$625.00	\$200.00	\$400.00
Senco	Senco staple gun		9	2	\$200.00	Franklin Building Supply	cash	\$225.00	\$450.00	\$175.00	\$350.00
Sharp	32 inch TV		1	1	\$350.00	Walmart	cash	\$327.00	\$327.00	\$150.00	\$150.00
Sony	digital camera		1	1	\$0.00	gift from mother	cash	\$150.00	\$150.00	\$75.00	\$75.00
Superwinch	4-wheeler winches		3	2	\$100.00	Polaris	cash	\$150.00	\$300.00	\$90.00	\$180.00
Page Total:								\$2,159.50	\$3,392.00	\$1,385.00	\$2,220.00



Manufacturer	Description	Serial Number	Age Years	No.	Original Cost Each	Purchased From	Payment Method	Current New Cost Each	Total Current New Cost	Actual Cash Value Each	Total Actual Cash Value
Trifold ramp	trailer ramp aluminum	tfs-9454	2	1	\$250.00	Discount Ramps	cash	\$250.00	\$250.00	\$250.00	\$250.00
various	hammer drill bits		5	30	\$10.00	various sources	cash	\$10.00	\$300.00	\$7.00	\$210.00
Werner	6 foot aluminum ladder		5	1	\$35.00	Auction	cash	\$75.00	\$75.00	\$40.00	\$40.00
Werner	8 foot aluminum ladder		5	1	\$50.00	Auction	cash	\$125.00	\$125.00	\$70.00	\$70.00
Workforce	tri-pod work light	637-449	2	1	\$36.00	Home Depot	cash	\$36.00	\$36.00	\$25.00	\$25.00
YSBW	20 foot canopy set up		2	1	\$500.00	Sumpter	cash	\$500.00	\$500.00	\$285.00	\$285.00
Blum	100 sets euro hinges		8	100		Woodworker s Supply		\$5.69	\$569.00	\$3.75	\$375.00
Blum	150 sets drawer slides		8	150		Woodworker s Supply		\$7.89	\$1,183.50	\$5.00	\$750.00
Castle	pocket cutter	tsm-21	7	1		Castle		\$3,159.00	\$3,159.00	\$2,300.00	\$2,300.00
Castle	face frame table	at-8	6	1		Castle		\$3,859.00	\$3,859.00	\$2,700.00	\$2,700.00
Central Machine	bandsaw		20	1				\$500.00	\$500.00	\$275.00	\$275.00
Craftsman	scroll saw		10	1				\$250.00	\$250.00	\$165.00	\$165.00
Delta	5 hp shaper	43-375	20	1				\$4,500.00	\$4,500.00	\$2,800.00	\$2,800.00
Page Total:								\$13,277.58	\$15,306.50	\$8,925.75	\$10,245.00



Manufacturer	Description	Serial Number	Age Years	No	Original Cost Each	Purchased From	Payment Method	Current New Cost Each	Total Current New Cost	Actual Cash Value Each	Total Actual Cash Value
Ganner	hinge boring machine	red baron	7	1				\$3,300.00	\$3,300.00	\$2,700.00	\$2,700.00
Jorganson	clamps		10	10				\$18.97	\$189.70	\$18.00	\$180.00
Powermatic	12" disk sander	ds20	7	1				\$2,490.00	\$2,490.00	\$1,750.00	\$1,750.00
Powermatic	planer moulder	pm15	10	1				\$2,800.00	\$2,800.00	\$2,200.00	\$2,200.00
Powermatic	43" wide belt sander	wb-43	6	1				\$22,339.00	\$22,339.00	\$15,000.00	\$15,000.00
Redhead	Redhead fasteners		2	50				\$2.38	\$119.00	\$2.00	\$100.00
Ritter	two head inline spindal borer	r-46	12	1				\$14,995.00	\$14,995.00	\$11,500.00	\$11,500.00
Ritter	door and face frame clamp table	r-250	15	1				\$16,995.00	\$16,995.00	\$8,200.00	\$8,200.00
Ritter	horizontal edge sander	r911	6	1				\$6,500.00	\$6,500.00	\$4,500.00	\$4,500.00
Rockwell Davis	spindal sander		24	1				\$3,000.00	\$3,000.00	\$800.00	\$800.00
	crate of mirrors 4'X5'		2	100				\$40.00	\$4,000.00	\$10.00	\$1,000.00
Torit	dust collector	36-30	25	1				\$5,000.00	\$5,000.00	\$1,800.00	\$1,800.00
United	3 hp shaper	434	24	1				\$4,500.00	\$4,500.00	\$2,800.00	\$2,800.00
Workrite	wood welder	4000	20	1				\$4,800.00	\$4,800.00	\$1,300.00	\$1,300.00
Barker	Barker 12" draw knife log bed	12"	7	1	\$150.00	Bosworth Tools	cash	\$159.00	\$159.00	\$80.00	\$80.00
Page Total:									\$86,939.35	\$91,186.70	\$52,660.00
											\$53,910.00



Manufacturer	Description	Serial Number	Age (Years)	No	Original Cost Each	Purchased From	Payment Method	Current New Cost Each	Total Current New Cost	Actual Cash Value Each	Total Actual Cash Value
Barker	Tenon cutter log bed	3" - 5 1/2"	7	1	\$450.00	Bosworth Tools	cash	\$475.00	\$475.00	\$275.00	\$275.00
Barker	Tenon cutter log bed	2 1/2" - 5"	7	1	\$400.00	Bosworth Tools	cash	\$450.00	\$450.00	\$250.00	\$250.00
Carrier	radiant tube heater-50 foot		1	1	\$750.00	US Air	cash	\$1,800.00	\$1,800.00	\$1,200.00	\$1,200.00
Carrier	4 ton heating and cooling unit		8	1	\$1,000.00	US Air	cash	\$2,200.00	\$2,200.00	\$850.00	\$850.00
Central Machine	16 speed drill press	t 583	15	1	\$0.00	Gift from Father	cash	\$750.00	\$750.00	\$500.00	\$500.00
	router table with 3/4 hp porter cable										
Dewalt	Dewalt compound miter saw	DW705	8	2	\$350.00	private seller	cash	\$650.00	\$650.00	\$350.00	\$350.00
Dewalt	sliding miter saw	dws780	5	1	\$0.00	gift from wife	cash	\$599.00	\$599.00	\$325.00	\$325.00
Grizzly	jointer	G0490x	9	1	\$950.00	Grizzly	cash	\$1,325.00	\$1,325.00	\$800.00	\$800.00
Grizzly	dust collector	G0672	8	1	\$0.00	private seller	cash	\$1,294.00	\$1,294.00	\$850.00	\$850.00
Grizzly	bandsaw	G0513	7	1	\$100.00	private seller	cash	\$1,024.00	\$1,024.00	\$750.00	\$750.00
Grizzly	slip roll	G5771	1	1	\$860.00	Grizzly	cash	\$860.00	\$860.00	\$750.00	\$750.00
Page Total:									\$11,776.00	\$12,125.00	\$7,260.00



Manufacturer	Description	Serial Number	Age (Years)	No	Original Cost Each	Purchased From	Payment Method	Current New Cost Each	Total Current New Cost	Actual Cash Value Each	Total Actual Cash Value
Hankison	air dryer		7	1	\$350.00	Auction	cash	\$2,200.00	\$2,200.00	\$1,300.00	\$1,300.00
Jet	dust collector	708642mk	8	1	\$150.00	private seller	cash	\$439.00	\$439.00	\$175.00	\$175.00
Kreg	pocket cutter		9	1	\$1,150.00	Auction	cash	\$3,299.00	\$3,299.00	\$2,300.00	\$2,300.00
Logosol	planer moulder	ph260	10	1	\$6,500.00	private seller	cash	\$14,999.00	\$14,999.00	\$8,000.00	\$8,000.00
Logosol	misc. bits and knives for Logosol		8	50	\$0.00	private seller (purchased w/ planer)	cash	\$100.00	\$5,000.00	\$100.00	\$5,000.00
Multico	mortising machine	pm22	15	1	\$1,100.00	private seller	cash	\$3,900.00	\$3,900.00	\$2,500.00	\$2,500.00
Multico	mortising bits 1/4, 5/16, 3/8, 7/16, 1/2, 9/16, 5/8, 3/4, 7/8, 1"	complete set	7	1	\$0.00	private seller (purchased w/ mortising machine)	cash	\$575.00	\$575.00	\$300.00	\$300.00
North State Machinery	5 hp shaper	tc-101	15	1	\$1,500.00	Auction	cash	\$4,500.00	\$4,500.00	\$2,800.00	\$2,800.00
Porter Cable	sanders	7345	6	3	\$50.00	Pro Woodworker Auction	cash	\$179.00	\$537.00	\$75.00	\$225.00
Page Total:									\$30,191.00	\$17,550.00	\$22,600.00



Manufacturer	Description	Serial Number	Age Years	No.	Original Cost Each	Purchased From	Payment Method	Current New Cost Each	Total Current New Cost	Actual Cash Value Each	Total Actual Cash Value
Porter Cable	Porter Cable 18 gauge nailer		9	1	\$100.00	Home Depot	cash	\$99.00	\$99.00	\$50.00	\$50.00
Porter Cable	router	690lr	7	2	\$50.00	pawn shop	cash	\$150.00	\$300.00	\$80.00	\$160.00
Powermatic	Powermatic pf33 self feeder	pf33	6	1	\$100.00	Auction	cash	\$866.99	\$866.99	\$375.00	\$375.00
SCMI	overarm router	r8	15	1	\$1,800.00	Auction	cash	\$9,000.00	\$9,000.00	\$3,200.00	\$3,200.00
Sears	1/2 porter cable router with table		7	1	\$150.00	private seller	cash	\$350.00	\$350.00	\$225.00	\$225.00
Standard Industrial	4' drum fan		6	1	\$100.00	pawn shop	cash	\$450.00	\$450.00	\$225.00	\$225.00
Woodtec	shaper	803274	12	1	\$1,100.00	Auction	cash	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00
Page Total:								\$12,715.99	\$12,865.99	\$5,155.00	\$5,235.00
All Page Totals:								\$167,900.41	\$181,841.18	\$100,195.75	\$109,315.00



**CERTIFICATE - TRUE COPY**

I hereby certify the foregoing SUMMONS and COMPLAINT be a complete and exact copy of the original.

DATED: July 25, 2015



Max S. Taggart, II OSB #681620  
Attorney for the Plaintiff